



TEXAS HIGHER EDUCATION COORDINATING BOARD

REQUEST FOR APPLICATIONS

Engineering Summer Program

2014

NOTICE OF INTENT DEADLINE: April 4, 2014, 5:00 PM C.T.

APPLICATION DEADLINE: May 2, 2014, 5:00 PM C.T.

**Engineering Summer Program:
2014**

TABLE OF CONTENTS

1	OVERVIEW OF FUNDING OPPORTUNITY	5
1.1	PROGRAM TITLE: Engineering Summer Program (ESP)	5
1.2	SYNOPSIS OF PROGRAM.....	5
1.3	THECB POINT OF CONTACT	5
2	AWARD SUMMARY.....	5
2.1	MAXIMUM AWARD AMOUNT	5
2.2	CONTRACT TERM	6
2.3	CALENDAR OF EVENTS.....	6
3	ELIGIBILITY INFORMATION.....	6
3.1	ELIGIBLE APPLICANTS	6
3.2	MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANTS.....	6
4	NOTICE OF INTENT	6
5	APPLICATION INSTRUCTIONS	7
6	INQUIRIES	7
7	PROGRAM PURPOSE AND AUTHORITY	8
7.1	PURPOSE OF PROGRAM	8
7.2	PROGRAM AUTHORITY	8
8	PAYMENT FOR SERVICES	8
8.1	ALLOWABLE EXPENSES	8
8.2	UNALLOWABLE EXPENSES.....	8
8.3	STUDENT AWARDS	9
8.4	EXTERNAL FUNDS	9
8.5	FUND DISTRIBUTION	9
8.6	RETURN OF UNEXPENDED FUNDS	9
9	STATEMENT OF SERVICES TO BE PERFORMED	9
9.1	PROGRAM DURATION.....	9
9.2	PROGRAM TYPE	10
9.4	PROGRAM CONTENT.....	10
9.5	PARTICIPATING STUDENTS	10
9.6	LAST DAY OF EXPENDITURES:	10
9.7	REPORTS:	10
10	SELECTION CRITERIA	11
11	PROGRAM REPORTING REQUIREMENTS.....	11

**Engineering Summer Program:
2014**

11.1	UNIFORM STUDENT APPLICATIONS	11
11.2	STUDENT CONSENT FORMS	11
11.3	STUDENT REGISTRATION DATA.....	11
11.4	STUDENT END-OF-PROGRAM SURVEYS	11
11.5	NARRATIVE PROGRAM REPORT.....	11
11.6	FINAL FINANCIAL REPORT	13
12	PROVISIONS AND ASSURANCES.....	13
12.1	COST OF APPLICATION PREPARATION.....	13
12.2	APPLICATION DELIVERY AND LATE APPLICATIONS	13
12.3	CONFLICT OF INTEREST	13
12.4	CONTRACT	13
12.5	PROPRIETARY INFORMATION	14
12.6	RELEASE OF INFORMATION BY AWARDED APPLICANT	14
12.7	RELEASE OF APPLICATION INFORMATION BY THECB.....	14
12.8	NONCOMPLIANCE	15
12.9	AMENDMENT AND TERMINATION.....	15
12.10	NOTICE	16
12.11	ASSIGNMENT OR SUBCONTRACTING.....	17
12.12	LIABILITY AND INDEMNIFICATION	17
12.13	OWNERSHIP OF WORK	18
12.14	SEVERABILITY AND STRICT PERFORMANCE	19
12.15	FORCE MAJEURE	19
12.16	CONFLICTING RFA LANGUAGE	20
12.17	INSPECTIONS	20
12.18	AUDIT AND ACCESS TO RECORDS	20
12.19	ACCOUNTING SYSTEM.....	21
12.20	DISPUTE RESOLUTION PROCESS.....	21
12.21	NON-APPROPRIATION OF FUNDS.....	22
12.22	REPORTING REQUIREMENTS.....	22
12.23	STATE FISCAL COMPLIANCE GUIDELINES	22
12.24	APPLICABLE LAW AND VENUE.....	23
12.25	APPLICANT RESPONSIBILITIES.....	23

**Engineering Summer Program:
2014**

12.26 KEY PERSONNEL	23
12.27 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES	23
12.28 AFFIRMATION CLAUSES	23
Appendix A.....	26
Notice of Grant Award Template.....	26
Appendix B.....	27
Application	27
Appendix C.....	30
Uniform Student Application with Student Consent Form	30
Appendix D	33
End-of-Program Survey	33
Appendix E.....	35
Narrative Program Report	35
Appendix F	38
Final Financial Report Form	38
Appendix G	29
Account Setup	29

**Engineering Summer Program:
2014**

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE: Engineering Summer Program (ESP)

1.2 SYNOPSIS OF PROGRAM

In 2007, the 80th Texas Legislature passed House Bill 2978, codified as Texas Education Code 61.791, which requires the Texas Higher Education Coordinating Board (THECB) to establish and administer the Engineering Summer Program (ESP).

The ESP gives middle and high school students the opportunity to participate in one-week summer engineering experiences on a university campus that offer engineering degree programs. The goal of the ESP experience is to enhance student interest in engineering as a potential career, develop middle and high school students' analytical skills, and help students prepare for college-level courses. Students participating in an ESP receive instruction in math, science, and engineering concepts.

Texas public and independent universities that offer engineering degree programs may apply to receive funding to support a one-week ESP. Student admission to the ESP is selective and participation must reflect the demographic diversity of the state. Participants must include students from underrepresented demographic groups in engineering programs, including minorities and females. The institutions participating in the ESP are required to set a minimum participation level of 20 students for the week-long program.

1.3 THECB POINT OF CONTACT

Reinold R. Cornelius, PhD
Assistant Director, Workforce, Academic Affairs and Research
Texas Higher Education Coordinating Board
Reinold.Cornelius@THECB.state.tx.us; 512-427-6156

2 AWARD SUMMARY

2.1 MAXIMUM AWARD AMOUNT

The Award Amount depends on the number of Applicants and any future possible budget reductions. The maximum Award Amount will be emailed to all Applicants after all notices of intent are received per Section 4 of this Request for Applications (RFA). ESP was appropriated \$250,000 for Fiscal Year 2014. Funding will be divided equally among the institutions that submit a completed application.

**Engineering Summer Program:
2014**

2.2 CONTRACT TERM

The Contract Term is expected to be from Contract Execution through December 30, 2014. *However, as this funding is for a summer program, all expenses must be incurred and all funding must be expended by August 31, 2014.*

2.3 CALENDAR OF EVENTS

The application process for this RFA is anticipated to proceed according to the calendar below. The Coordinating Board reserves the right to revise this calendar or any portion of this RFA by published addendum.

Date	Events
April 4, 2014	Notice of Intent Due
April 7, 2014	Email Maximum Award Amount
May 2, 2014	Inquiry Deadline
May 2, 2014	Application Deadline
May 2014	Process Notifications of Grant Award (NOGA)

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANTS

Texas public universities and independent institutions of higher education (as defined in Texas Education Code Section 61.003) that offer engineering degree programs may apply to receive funding.

3.2 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANTS

Each Eligible Institution may submit one Application.

4 NOTICE OF INTENT

Applicants interested in submitting an Application must submit a Notice of Intent to Apply on or before April 4, 2014 to the THECB. Submit the Intent to Apply by email to ESP@theccb.state.tx.us.

Please coordinate the intent to apply with your institution's Office of Sponsored Projects (OSP) to avoid duplication of effort between institutional departments.

The intent to apply must contain the following items:

- Subject line of email: "Intent to Apply for ESP 2014"
- Institution name
- Name, title, department, phone number, and email of Project Leader

**Engineering Summer Program:
2014**

- Name, title, address, phone number, and email of individual authorized to submit an Application on behalf of the institution. This is typically the Project Leader's OSP representative.

NOTICE OF INTENT DEADLINE:

April 4, 2014, 5:00 PM C.T.

5 APPLICATION INSTRUCTIONS

Applicants must submit a completed Application (see Appendix B) by email, including a signed budget. The application must be certified by an individual who is legally authorized to submit the Application on behalf of the Applicant.

Completed Applications must be submitted electronically in a PDF (Portable Document Format) file format, no larger than 4 MB. Applications must also be submitted as an editable word-processing file version to ESP@theceb.state.tx.us.

Subject line for the Application email is **Application ESP 2014**. The budget will be reviewed by THECB staff. Staff will provide the institution with an acceptance of the budget pending review and negotiations.

APPLICATION DEADLINE:

May 2, 2014, 5:00 PM C.T.

6 INQUIRIES

All inquiries shall be directed to Point of Contact at the THECB. Any information deemed by THECB to be important and of general interest, or which modifies requirements of the RFA, shall be sent in the form of an addendum to the RFA to all Applicants that have submitted an intent to apply or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by sending an email to THECB Point of Contact.

**Engineering Summer Program:
2014**

7 PROGRAM PURPOSE AND AUTHORITY

7.1 PURPOSE OF PROGRAM

The goal of the ESP experience is to enhance student interest in engineering as a potential career, develop middle and high school students' analytical skills, and help students prepare for college-level courses. Students participating in an ESP receive instruction in math, science, and engineering concepts.

7.2 PROGRAM AUTHORITY

Texas Education Code, Section 61.791 and Title 19, Texas Administrative Code, Sections 13.200-13.202.

8 PAYMENT FOR SERVICES

8.1 ALLOWABLE EXPENSES

PERSONNEL

- a. Project leader/co-project leader salaries and wages
- b. Other salaries and wages
- c. Fringe benefits

OTHER DIRECT COSTS

- a. Materials and supplies
- b. Scholarships for students attending the summer program
- c. Conference Registration Fees/Publication
- d. Computer Services
- e. Subcontracts/Consultant Services
- f. Housing for participants
- g. Other
 - a. Material awards for participating students and program competitions
 - b. Transportation for field trips and site visits
 - c. Re-supply of Laboratories - Project leaders may re-supply laboratories used for the ESP and may expend funds for the up-keep of a laboratory after the one-week summer program is completed and prior to August 31, 2014
 - d. Other expenditures, not listed above, may be eligible, based on prior written approval of the THECB.

8.2 UNALLOWABLE EXPENSES

- a. Travel, including foreign and domestic travel
- b. Capital equipment
- c. Indirect cost recovery
- d. Food, including meal and drink services

**Engineering Summer Program:
2014**

8.3 STUDENT AWARDS

Award funds may be used for stipends to allow students to attend a summer program, prizes for program competitions, or awards of recognition for participation and successful completion. Prizes and awards may include items such as t-shirts, scientific calculators, or books. Scholarships for students to enroll in other educational programs, gift cards, gift certificates, or other cash stipends are not valid state expenditures and are not allowed.

8.4 EXTERNAL FUNDS

Awarded Applicant may solicit and use external funding or in-kind support to supplement ESP funding.

8.5 FUND DISTRIBUTION

Funding will be provided to each Eligible Institution that submits a completed Application and, unless otherwise agreed to by THECB, is in full acceptance of the terms and conditions of this RFA. Funding will be distributed in full upon execution of the Notice of Grant Award (NOGA, Appendix A). This advancement of funds is necessary to enable Awarded Applicants to provide the ESP. Throughout this RFA, the terms "NOGA," "Contract" and "Grant" are used interchangeably.

The THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Contract Term.

The fund distribution setup is described in detail in Appendix G. Applicants may set-up an account and may incur expenditures upon approval of the budget, but reimbursement requires an executed NOGA.

8.6 RETURN OF UNEXPENDED FUNDS

The THECB requires Awarded Applicants to return any unexpended or unused funds within thirty (30) calendar days after the submission deadline for the final financial report, November 30, 2014.

9 STATEMENT OF SERVICES TO BE PERFORMED

Awarded Applicants receiving THECB ESP funds agree to provide the following services ("Services"):

9.1 PROGRAM DURATION

Awarded Applicants must conduct a one-week ESP during summer 2014 for middle and/or high school students on the campus of the institution with a minimum of 36 contact hours. Funds provided are to support a single one-week program at each institution. Awarded Applicants may not divide funds between different summer

Engineering Summer Program: 2014

programs. Parallel or sequential program sessions are allowed if these facilitate access to additional students benefitting from the same program.

9.2 PROGRAM TYPE

Awarded Applicant may offer the ESP as either a residential program that provides sleeping accommodations on campus, day program, or a mixed residential/day program.

9.3 PROGRAM INSTRUCTION

Awarded Applicants must provide participating students with instruction in math, science, and engineering similar in content to that encountered by an engineering student.

9.4 PROGRAM CONTENT

Awarded Applicants are encouraged to include most or all of the following program content:

- student team work
- project presentations
- field trips or industry site visits
- panel or luncheon discussions with professional engineers and scientists
- parent/guardian information that covers the Texas university application process, financial aid system, and scholarship opportunities, and
- other relevant program content

9.5 PARTICIPATING STUDENTS

Awarded Applicants must recruit middle and/or high school students for participation in the ESP. Out-of-state students and home-schooled students at the middle and/or high school level are allowed to attend.

9.5.1 Awarded Applicants must emphasize recruiting students to the ESP who are underrepresented in engineering education. This includes underrepresented minorities and/or females.

9.5.2 Awarded Applicants must admit a minimum of 20 students to the ESP. Award funds may be reduced pro-rata in case of smaller student participant numbers.

9.6 LAST DAY OF EXPENDITURES:

All expenditures and incurrence of expenditures must be made before August 31, 2014.

9.7 REPORTS:

9.7.1 Awarded Applicants must submit a Narrative Program Report no later than September 30, 2014, using the report template provided (see Appendix E).

9.7.2 Awarded Applicants must submit a final financial report no later than November 30, 2014, using the budget form provided (see Appendix F).

10 SELECTION CRITERIA

The THECB will award grants up to the limit of available funds. Available funds will be equally divided among Applicants.

11 PROGRAM REPORTING REQUIREMENTS

A program evaluation may be conducted. Each Awarded Applicant must complete the following six items: Uniform Applications, Student Consent Forms, Student Registration Data, Student End of Program Survey, Narrative Program Report, and Final Financial Report.

11.1 UNIFORM STUDENT APPLICATIONS

On the first day of the ESP, each participating student must complete a uniform student application (see Appendix C). This form requests personal identifying information, including students' social security numbers. This information must be stored in a secure cabinet for three years. A secure cabinet is defined as a cabinet that is only accessible to up to two designated Awarded Applicant staff and the cabinet must remain locked at all times. This information must be securely disposed of following the three year retention requirement.

11.2 STUDENT CONSENT FORMS

The uniform student application form includes an English/Spanish consent form (see Appendix C) to be signed by the student and, if the student is under 18 years of age, a parent or guardian of the student, so that the THECB may use the student data for evaluation of the effectiveness of the program.

Student consent forms must be signed by all participants and must be stored in a secure cabinet for three years.

11.3 STUDENT REGISTRATION DATA

An aggregate student registration data list must be kept for three years in and be available at the request of the Coordinating Board.

11.4 STUDENT END-OF-PROGRAM SURVEYS

Students who complete an ESP are required to complete an end-of-program survey. End-of-program surveys (see Appendix D) must be kept for three years. Using Appendix D as the template, an aggregate summary of the survey must be submitted to the Coordinating Board along with the Narrative Program Report.

11.5 NARRATIVE PROGRAM REPORT

Program Leaders are required to follow the instructions for the narrative program report (see Appendix E). Reports must be emailed to ESP@theccb.state.tx.us by report deadline.

**Engineering Summer Program:
2014**

**Engineering Summer Program:
2014**

11.6 FINAL FINANCIAL REPORT

Program Leaders are required to follow the instructions for the final financial report (see Appendix F). Report must be emailed to ESP@theccb.state.tx.us by report deadline.

A delivery check sheet for the convenience of the project leaders is provided below.

12 PROVISIONS AND ASSURANCES

12.1 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant. These costs shall not be chargeable to THECB by any successful or unsuccessful Applicant.

12.2 APPLICATION DELIVERY AND LATE APPLICATIONS

12.2.1 Applications must be submitted by an authorized agent of the Applicant.

12.2.2 Applications shall be considered to be "on time" if they are received on or before the established deadline date and time. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadline outlined in Section 2. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

12.3 CONFLICT OF INTEREST

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

12.4 CONTRACT

12.4.1 Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

**Engineering Summer Program:
2014**

12.4.2 Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant'. Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the terms 'Contract.'

12.5 PROPRIETARY INFORMATION

During the performance of the ESP implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of THECB and/or a public school district. These data shall be handled in a method that concurs with Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without THECB's prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.

12.6 RELEASE OF INFORMATION BY AWARDED APPLICANT

12.6.1 Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

12.6.2 Awarded Applicant agrees to notify THECB Point of Contact of any information released to the news media regarding the activities being conducted under any Contract resulting from this RFA.

12.7 RELEASE OF APPLICATION INFORMATION BY THECB

12.7.1 *Public Information Act.* Awarded Applicant understands and acknowledges that as a Texas state agency, THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the State of Texas. Awarded Applicant will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act. THECB will make a determination whether to submit a Public Information Act request to the Attorney General.

12.7.2 All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Awarded Applicant's Application becomes part of the Contract and becomes

**Engineering Summer Program:
2014**

public record. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

12.7.3 Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in **boldface** type at least **14 point font**. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

12.7.4 If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing THECB to violate any law, including the Texas Public Information Act.

12.8 NONCOMPLIANCE

The THECB may revoke an Awarded Applicant's participation in the ESP, and terminate the Contract, as outlined under Subsection 12.9, based on the following factors:

12.8.1 Noncompliance with requirements and assurances outlined in the RFA or its section "Provision and Assurances".

12.8.2 Lack of program success as evidenced by progress reports and program data.

12.8.3 Failure to meet performance standards specified in the RFA.

12.8.4 Failure to provide accurate, timely, and complete information as required by THECB to evaluate the effectiveness of the ESP.

12.9 AMENDMENT AND TERMINATION

12.9.1 *Amendment.* Any amendment or change to the Contract performance requirements which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and THECB. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

12.9.2 *THECB Right to Terminate for Cause:* As consistent with applicable law, THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as THECB may establish in such notice, upon the occurrence of any material breach, including a failure to perform the work

**Engineering Summer Program:
2014**

under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance as defined by section 12.12 shall constitute a material breach. THECB may provide Awarded Applicant with an opportunity for consultation with THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, THECB may exercise any and all right as may be available to it by law or in equity.

12.9.3 Interpretation. The Contract may be terminated in the event that federal or state laws or other requirements should be amended or judicially interpreted so as to render continued fulfillment of the Contract on the part of either party, unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Contract Term to incorporate any modifications necessary for THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

12.9.4 Effect of Termination. Upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all grant proceeds in accordance with written notice, and shall deliver or otherwise make available to THECB, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. THECB shall be liable to Awarded Applicant for that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Contract requirements.

12.9.5 In the event of termination, THECB reserves the right to negotiate a Contract based on another Applicant's submission if it is in the State's best interest.

12.10 NOTICE

Any notice or written communication between the parties shall be considered delivered when postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the Contract shall be considered to be delivered when received.

12.11 ASSIGNMENT OR SUBCONTRACTING

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of THECB Point of Contact. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

12.12 LIABILITY AND INDEMNIFICATION

12.12.1 LIABILITY

12.12.1.1 Neither THECB's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.

12.12.1.2 THECB shall have no liability except as specifically provided by law.

12.12.1.3 *Sovereign Immunity.* THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB or to the Applicant if Applicant is another Texas state agency beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

12.12.2 INDEMNIFICATION

12.12.2.1 To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use, service, operation or performance of work under the terms of the Contract, except claims, demands, fees, suits or actions arising from any negligence by THECB, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. THECB shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together with full information and all reasonable cooperation. Awarded Applicant shall coordinate its defense with the Texas Attorney General as requested by THECB.

**Engineering Summer Program:
2014**

12.12.2.2 Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any cost, expense, royalty or damage which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents and permits are required under the Contract and has lawfully acquired all such licenses, patents, and permits.

12.12.2.3 Notwithstanding any indemnification clause, THECB shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

12.13 OWNERSHIP OF WORK

12.13.1

Copyright. When copyrightable material is developed in the course of or under the Grant Award, the Awarded Applicant is free to copyright the materials or permit others to do so. THECB (and the federal government, to the extent this Grant Award utilizes federal funds) shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: 1) the copyright in any work developed under the Grant Award and 2) any rights of copyright to which a the Awarded Applicant (or any subgrantee or subcontractor of the Awarded Applicant) purchases ownership with Grant funds. In no event shall the Awarded Applicant (or any subgrantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, and independent institutions of higher education (as the terms "institution of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant Award. Awarded Applicant will further ensure that its copyrightable documents shall include the following statements:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and

**Engineering Summer Program:
2014**

conclusions expressed in this document are those of the authors and do not represent the opinions or policy of the THECB.

12.13.2 Data. The THECB has the right to: 1) obtain, reproduce, publish or otherwise use the data first produced under the Grant Award and 2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall the Awarded Applicant (or any subgrantee or subcontractor of the Awarded Applicant) charge other Texas state agencies, institutions of higher education, and independent institutions of higher education (as the terms "institution of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all data first produced under the Grant Award.

12.13.3 To the extent allowed by law, Awarded Applicant shall indemnify and hold harmless THECB and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorney's fees), arising out of or in any way connected with any claim that the work performed by Awarded Applicant infringes any intellectual property rights or other rights of any third party, except to the extent such claim arises from a breach by THECB.

12.14 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to THECB and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Awarded Applicant at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the services provided in the Contract shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

12.15 FORCE MAJEURE

12.15.1 THECB may grant relief from performance of the Contract if Awarded Applicant is prevented from compliance and performance by force majeure. Force majeure may include: an act of war; order of legal authority; act of God (except that certain natural phenomena, such as rain, wind or flood which are normally expected for the locale in which performance is to take place, shall not be considered acts of God for purposes of the Contract); work stoppages due to labor disputes or strikes; fires; explosions; epidemics; riots; war; rebellion; or sabotage. The burden of proof for the need for such relief shall rest on Awarded Applicant.

**Engineering Summer Program:
2014**

12.15.2 To obtain relief based upon force majeure, Awarded Applicant shall file a written request with THECB Point of Contact.

12.15.3 In the event Awarded Applicant claims relief due to force majeure Awarded Applicant shall be required to use due diligence to overcome obstacles to performance created by the force majeure. Awarded Applicant shall resume performance immediately after the obstacles have been removed. No extension of time shall be granted to the extent that any delay or failure to perform was caused by the negligence or other fault of Awarded Applicant.

12.16 CONFLICTING RFA LANGUAGE

In the event that language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

12.17 INSPECTIONS

Throughout the Contract Term, all Work Products shall be subject to inspection and test by authorized THECB representatives.

12.18 AUDIT AND ACCESS TO RECORDS

12.18.1 Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and (4) any external auditors selected by the THECB or by the United States, (Collectively referred to as "Audit Entities") to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.

12.18.2 Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Contract or the date of the receipt by THECB of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information

**Engineering Summer Program:
2014**

related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

12.18.3 THECB reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse THECB within 30 calendar days of receipt of notice from THECB of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" section shall constitute a material breach of the Contract.

12.19 ACCOUNTING SYSTEM

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

12.20 DISPUTE RESOLUTION PROCESS

12.20.1 For non-state agencies (e.g. independent institutions of higher education), the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the THECB and Awarded Applicant to attempt to resolve any claim for breach of Contract made by Awarded Applicant:

12.20.1.1 An Awarded Applicant's claims for breach of the Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the Awarded Applicant shall submit written notice, as required by Subchapter B, to THECB's Deputy Commissioner for Business and Finance. Said notice shall specifically state that the provisions of Ch. 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the THECB and the Awarded Applicant otherwise entitled to the notice under the parties' Contract. Compliance by the Awarded Applicant with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

12.20.1.2 The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the Awarded Applicant's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the THECB if the parties are unable to resolve their disputes under the preceding paragraph.

12.20.1.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of the Contract by the THECB nor any other conduct of any representative of the THECB relating to the Contract shall be considered a waiver of sovereign immunity to suit.

**Engineering Summer Program:
2014**

12.20.2 The submission, processing and resolution of the Awarded Applicant's claim are governed by the published rules adopted by the THECB pursuant to Ch. 2260 hereafter enacted or subsequently amended. These rules are found at 19 T.A.C. Section 1.11.

12.20.3 Neither the occurrence of an event, nor the pendency of a claim shall constitute grounds for the suspension of performance by the Awarded Applicant, in whole or in part.

12.20.4 For state agencies (including public institutions of higher education as defined under Texas Education Code Section 61.003), the dispute resolution process provided for in Texas Government Code, Chapter 771 (the Interagency Cooperation Act) shall be used by THECB and the institution to attempt to resolve any claim for breach of contract.

12.21 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that THECB is unable to obtain additional funds for such purposes. THECB shall negotiate efforts as first consideration and if such efforts fail, then THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

12.22 REPORTING REQUIREMENTS

Awarded Applicant shall be required to complete a program evaluation for a Program funded as a result of this RFA. Reporting format will be provided by THECB to Awarded Applicant. THECB shall provide templates for reporting and the THECB evaluation staff shall provide standard data entry and transmission instructions and program evaluation templates as required under this RFA. The templates shall include, but may not be limited to:

12.22.1 Program reports. Program reports are due by the deadline outlined in Subsection 9.7.1.

12.22.2 Financial Expenditure reports. Final financial expenditure report is due by the deadline outlined in Subsection 9.7.2.

12.23 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts and other financial

**Engineering Summer Program:
2014**

assistance arrangements executed between state agencies, local governments and any other subrecipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at <http://governor.state.tx.us/files/state-grants/UGMS062004.doc> .

12.24 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

12.25 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Applicant shall furnish THECB with satisfactory proof of its compliance.

12.26 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the ESP. Awarded Applicant shall provide to THECB prior written notice of any proposed change in key personnel involved in accomplishing the ESP. No substitutions of key personnel will be made without the prior written consent of THECB. All requested substitutes must be submitted to THECB. The key personnel that will be assigned to work on the ESP are considered to be essential to the accomplishing the ESP.

12.27 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and THECB shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

12.28 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel,

**Engineering Summer Program:
2014**

favor, or service to a THECB public servant, including employees, in connection with the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

If applicable, the Texas business address shown herein is, in fact, the legal business address of Applicant and Applicant qualifies as a Texas Resident Bidder under Texas Government Code Chapter 2252.

Under Texas Government Code § 2155.004, no person who was compensated by the THECB to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant's Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Section 2155.004, Texas Government Code, Applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the System for Award Management (SAM, <http://www.sam.gov>) which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at <http://www.sam.gov>)

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas

**Engineering Summer Program:
2014**

Government Code, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive a contract resulting from this RFA and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

**Engineering Summer Program:
2014**

Appendix A

Notice of Grant Award Template



THECB Award Number:
Appropriation Year:

**Notice of State Grant Award
to
College**

Grantee Name and Address:	Grant Title: ESP
	Amount of Award: \$
	Division:
	Term of Grant: XXX to XXX All funds must be expended by: XXXX (if applicable)
	Payment Method:
Authority:	
<p>The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.</p> <p>Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.</p>	
Approving THECB Official:	Approving Grantee Official:
Assistant Commissioner, Workforce, Academic Affairs and Research	President
Date:	Date:

Engineering Summer Program:
2014

Appendix B

Application

An individual authorized to submit an application on behalf of the institution (this is typically the Project Leader's Office of Sponsored Projects (OSP) representative) must submit one signed copy (PDF), together with an editable word-processing file version, to Point of Contact. Please add to section(s) as necessary.

Due Date: 5:00 P.M. C.T., May 2, 2014

Title of Engineering Summer Program:

Project Leader (PL) Name:

Title:

Department:

Institution:

Address:

Email:

Signature/Date, PL _____

Project Co-Leader Name (same institution):

Title:

Department:

Email:

Person responsible for evaluation data, Name:

Title:

Department:

Email:

Signature/Date _____

Individual authorized to submit an application (OSP)

I hereby certify that I am authorized to submit the Application on behalf of the Applicant and that the information contained in this Application is, to the best of my knowledge, correct. By submitting this Application, Applicant accepts all terms in conditions described in THECB's RFA for the 2014 Engineering Summer Program. It is understood that this Application constitutes an offer and, if accepted by the Coordinating Board, will form a binding agreement.

Name:

Title:

Department:

Email: Signature/Date, OSP _____

**Engineering Summer Program:
2014**

Part A: General Information

Type of Program:

- Residential (all students resided on campus during the summer program)
- Day Program (all students commuted to the campus during the summer program)
- Residential Combined (more than half of the students resided on campus)
- Day Combined (more than half of the students commuted to the campus)

- Mixed-gender program
- Girls-only program

- Middle School Program
- High School Program
- Combined Middle and High School Program

Proposed Dates for the One-Week ESP:

Project Discussion: *Recruitment and Enrollment*

Describe your recruitment plan for the ESP. What process will be used to determine how students may potentially benefit from the ESP?

Program Content and Activities:

With a few words outline each program content area you plan to use with your summer program and list their activities.

1. Student team work
2. Project presentations
3. Field trips or industry site visits
4. Panel or luncheon discussions with professional engineers and scientists
5. Parent/guardian information that covers the Texas university application process, financial aid system, and scholarship opportunities
6. Other

Program Schedule & Curriculum:

Describe the proposed ESP curriculum content (learning objectives), a concise tentative schedule, and planned contact hours.

**Engineering Summer Program:
2014**

Part C: Proposed Budget Form

Project Leader: Title:		Institution: Department:	
Title of ESP:			
Budget			
A. Personnel (show number of people in brackets)			ESP Grant Budget
	1.	() Project Leader/Co-Project Leader	
	2.	() Other tenure-track faculty	
	3.	() Other professionals (technician, programmer, etc.)	
	4.	() Non-tenure – track faculty	
	5.	() Graduate Students/Post-Doctoral	
	6.	() Undergraduate Students	
	7.	() Secretarial – Clerical	
	8.	() Other	
Sub-total Salaries and Wages			
Fringe Benefits			
Total – Salaries, Wages and Fringe			
B. Other Direct Cost			
	1.	Materials and Supplies	
	2.	Scholarships	
	3.	Conference Registration Fees/Publication Costs	
	4.	Computer Services	
	5.	Subcontracts/Consultant Services	
	6.	Housing for Participating Students (excluding any meal or drink service)	
	7.	Other, except meals or drink (specify):	
Total – Other Direct Costs			
Total Cost:			
<p>Project Leader's Signature: I hereby agree to comply with the grant application and that the funds awarded by this grant will be expended in full.</p> <p align="center">Signature: _____ Date: _____</p>			
<p>Institutional Representative's Typed Name, Title and Signature: I hereby certify that I have read and agree to comply with all grant conditions of this grant and agree to return to the THECB any funds not expended in compliance with those conditions.</p> <p>Name: Title:</p> <p align="center">Signature: _____ Date: _____</p>			

**Engineering Summer Program:
2014**

Appendix C

Uniform Student Application with Student Consent Form

Date: _____

Student's Name: _____

Date of Birth: ____/____/____
mm / dd / yyyy

SSN# _____-____-_____

(confidential, used only for research on program effectiveness)

Circle appropriate answer.

Gender: Male Female

Race/Ethnicity: Hispanic African-American Asian/Pacific Islander

American Indian/Alaskan Native White

Other (please specify): _____

Primary Language Spoken at Home: English Spanish

Other (please specify): _____

Check the best answer.	Strongly Agree	Agree	Not Sure/ Neutral	Disagree	Strongly Disagree
I plan to go to college when I finish high school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My parents/guardians are encouraging me to go to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My friends plan on going to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I enjoy school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My teacher(s)/counselor(s) care if I go to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in a specific college(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I have a specific career goal(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in a career in engineering.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Engineering Summer Program:
2014**

How did you hear about the Engineering Recruitment Summer Program?

Counselor Teacher Flyer/other advertisement

Letter from your high school/district Letter from college/university

Other (please specify): _____

Please specify your career goals: _____

Engineering Summer Program:
2014

Student Consent Form

Student's Name (please print): _____

Parent/Guardian's Name _____

[INSERT NAME of INSTITUTION] and the Texas Higher Education Coordinating Board are using student data to evaluate the effectiveness of this program. All data is confidential. It will be reported only in the aggregate and for the express purpose of measuring and reporting on the effectiveness of this program.

I/we understand that any such information will be used by [institution] and the Texas Higher Education Coordinating Board only for these purposes, that [institution] and the Texas Higher Education Coordinating Board will not disclose any such information that personally identifies a student to any other party, and that any report generated on the basis of this information will not personally identify any student.

Student Signature

Parent or Legal Guardian
(Required, if student is under 18 years of age)

Formulario de consentimiento del estudiante

Nombre del estudiante: _____

Nombre del padre, madre o tutor: _____

[INSERTE EL NOMBRE DE LA INSTITUCIÓN] y Texas Higher Education Coordinating Board están usando los datos de los estudiantes para evaluar la efectividad de este programa. Todos los datos son confidenciales. Sólo serán informados de manera agregada y con la finalidad expresa de medir e informar la efectividad de este programa.

Yo/Nosotros comprendo/comprendemos que dicha información será usada por [institución] y Texas Higher Education Coordinating Board solamente para estos fines, que [institución] y Texas Higher Education Coordinating Board no darán a conocer a ninguna otra parte, ninguna información que identifique personalmente a un estudiante, y que cualquier informe generado en base a esta información no identificará personalmente a ningún estudiante.

Firma del estudiante

Padre, madre o tutor
(Necesario si el estudiante tiene 17 años o menos)

**Engineering Summer Program:
2014**

Appendix D

End-of-Program Survey

Check the best answer.	Very great extent	Great extent	Some extent	Not at all	Not applicable
To what extent were you satisfied with this Engineering Recruitment Summer Program?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The <u>student team work</u> helped me to understand more about what it is like to be an engineer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Working on a <u>project presentation</u> helped me to understand more about what it is like to be an engineer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The <u>field trips or industry site visits</u> helped me to understand more about what it is like to be an engineer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The <u>discussions with professional engineers</u> and scientists helped me to understand more about what it's like to be an engineer.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Check the best answer.	Strongly Agree	Agree	Not Sure/ Neutral	Disagree	Strongly Disagree
I plan to go to college when I finish high school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My parents/guardians are encouraging me to go to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My friends plan on going to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I enjoy school.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
My teacher(s)/counselor(s) care if I go to college.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Engineering Summer Program:
2014**

I am interested in a specific college(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I have a specific career goal(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I am interested in a career in engineering.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participating in the Engineering Recruitment Summer Program has encouraged me to <u>go to college</u> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Participating in the Engineering Recruitment Summer Program has encouraged me to <u>become an engineer</u> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I would recommend the Engineering Recruitment Summer Program to my friends.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Circle appropriate answers.

Gender: Male Female

Race/Ethnicity: Hispanic African-American Asian/Pacific Islander

American Indian/Alaskan Native White

Other (please specify): _____

Primary Language Spoken at Home: English Spanish Other (specify: _____)

Grade level spring 2014:

6th 7th 8th 9th 10th 11th 12th other (specify: _____)

Engineering Summer Program:
2014

Appendix E

Narrative Program Report

The Project Leader's Office of Sponsored Projects (OSP) representative (typically the one who submitted the program application) must submit one signed copy (PDF or hard copy), together with an editable word-processing file, by uploading the files into the Texas Higher Education Coordinating Board's (THECB) Microsoft Office SharePoint server or via email to the Request for Application Point of Contact at the THECB. Please add to section(s) as necessary.

Due Date: September 30, ~~2011~~2014

Title of Engineering Summer Program:

Project Leader (PL) Name:

Title:

Department:

Institution:

Address:

Email:

Signature/Date, PL

Project Co-Leader Name (same institution):

Title:

Department:

Email:

Person responsible for evaluation data:

Title:

Department

Email:

Signature/Date

Individual submitting the report (OSP)

Name:

Title:

Department:

Email:

Signature/Date, OSP

**Engineering Summer Program:
2014**

Part A: General Information

Type of Program:

- Residential (all students resided on campus during the summer program)
- Day Program (all students commuted to the campus during the summer program)
- Residential Combined (more than half of the students resided on campus)
- Day Combined (more than half of the students commuted to the campus)

- Mixed-gender program
- Girls-only program

- Middle School Program
- High School Program
- Combined Middle and High School Program

Dates for the One-Week ESP:

Web-link for this ESP, if available:

Synopsis:

Please provide a *synopsis* of the Engineering Summer Program that occurred on your campus under the Engineering Recruitment Program. Limit the synopsis to 100 words or less.

Collaboration:

Please list all institutions/organizations identified that collaborated on this project. Examples include local, area, and regional middle and high schools, and independent school districts. Include name of institution/organization, service provided, value of service, and students reached.

- 1.
- 2.
- 3.

Project Discussion: *Recruitment and Enrollment*

Describe your recruitment of participants for the ESP. What process was used to determine how students may potentially benefit from the ESP?

**Engineering Summer Program:
2014**

Demographic Data:

Describe the demographics (gender; race and ethnicity), in numbers (not percentages), of the students enrolled in the ESP.

Number of students accepted:

Number of students enrolled (1st day):

Male:

Female:

White:

Hispanic:

African-American:

Other:

Program Content and Activities:

With a few words outline each program content area you used with your summer program and list their activities.

1. Student team work
2. Project presentations
3. Field trips or industry site visits
4. Panel or luncheon discussions with professional engineers and scientists
5. Parent/guardian information that covers the Texas university application process, financial aid system, and scholarship opportunities
6. Other

Program Schedule & Curriculum:

Describe the ESP curriculum content (learning objectives), provide a concise schedule, and list contact hours.

Effectiveness of Program:

Assess the effectiveness of the program's ability to enhance student interest in engineering as a potential career, develop middle and high school students' analytical skills, and help students prepare for college-level courses.

Success Stories:

Describe any "success stories" that may have resulted from work on this project.

**Engineering Summer Program:
2014**

Appendix F

Final Financial Report Form

Project Leader: Title: Department: Institution:	Project Number: <p align="center">Due Date: November 30, 20112014</p>		
Title of ESP:			
Expenditures			
A. Personnel (show number of people in brackets)			
			ESP Grant Expenditures
	1.	() Project Leader/Co-Project Leader	
	2.	() Other tenure-track faculty	
	3.	() Other professionals (technician, programmer, etc.)	
	4.	() Non-tenure – track faculty	
	5.	() Graduate Students/Post-Doctoral	
	6.	() Undergraduate Students	
	7.	() Secretarial – Clerical	
	8.	() Other	
	Sub-total Salaries and Wages		
Fringe Benefits			
		Total – Salaries, Wages and Fringe Benefits	
B. Other Direct Cost			
	1.	Materials and Supplies	
	2.	Scholarships	
	3.	Conference Registration Fees/Publication Costs	
	4.	Computer Services	
	5.	Subcontracts/Consultant Services	
	6.	Housing for Participating Students (excluding any meal or drink service)	
	7.	Other, except meals or drink (specify):	
		Total – Other Direct Costs	
Total Cost:			
Project Leader:			
Signature: _____ Date: _____			
Institutional Representative:			
Name:			
Title:			
Department:			
Signature: _____ Date: _____			

**Engineering Summer Program:
2014**

Appendix G

Account Setup

Your university is scheduled to receive funds from the Coordinating Board for the Engineering Recruitment Program - *Summer Programs* this fiscal year. According to the State Comptroller's Office, you are required to set up RTI (Recurring Transaction Indicator) codes in USAS before you can receive the transfer of funds.

Our agency also will set up the same RTI codes in order to receive any excess funds back from you, just as we have done in the past. To process a refund, you will enter a payment transaction to our agency using t-code "272", COBJ "3842", PIN "37817817812000", PDT and/or Doc Type "T", and the applicable RTI code.

RTI codes are to be set up on the **55 screen** in USAS, using an **ACTION code** of "A" for ADD. In addition to the fields listed in the table, there are a couple of other fields your institution will need to assign and/or enter:

- (1) **TRANS NO:** This code can be anything you want, including the same number as the RTI code itself.
- (2) **DESCRIPTION:** You can use the "Appn Description" in the table below for this, or assign a more meaningful description.
- (3) **PCA:** You may either enter your agency's actual code for each appropriation listed or enter 99999 for all of them and let the other information listed below override what the 99999 PCA infers.
- (4) **EFFECTIVE START DATE:** You should use 2/1/14 as the effective start date for each RTI.

On the RTI screen (55), you will only be able to enter valid appropriations for your agency that have been set up in USAS.

USAS has problems processing transactions where schools have entered amounts onto the 55 screen. If you leave the amount field blank, the default of 100% of whatever is processed will show automatically. Please don't change this. This allows us to send you supplemental grants without having to ask you to do something else, and it also prevents you from having to make unnecessary corrections in USAS.

RTI	Appn Description	T-Code	Cobj	PDT	AY	Appn	Fund	SubFd
440058	Engin Recruit Prog- Summer Programs	273	3842	T	14	*	0001	1100

* Please consult with your Appropriation Control Officer (ACO) to determine the correct appropriation number to use.

** Please note: the RTIs numbers have changed and will not necessarily agree with the appropriation numbers as in years past.

*** Any transactions involving RTIs that have not been set up will error off in USAS and delay the transfer of funds to your institution.

For AFR purposes, these funds should be reported by your agency as State Pass-Through Revenues. Should you have any problems or questions, please contact Pedro Salinas at (512) 427-6176, or by e-mail at pedro.salinas@theccb.state.tx.us.