



CANCER PREVENTION AND RESEARCH INSTITUTE OF TEXAS

CPRIT ELECTRONIC USER AGREEMENT

This Electronic User Agreement (the "Agreement") is made by and between the Cancer Prevention and Research Institute of Texas, hereinafter referred to as the "INSTITUTE" or "CPRIT", acting through its Executive Director, and _____ (name of institution or organization), hereinafter referred to as the "RECIPIENT ENTITY", acting through its authorized signing official ("ASO").

Recitals

WHEREAS, pursuant to TEX. HEALTH & SAFETY CODE, Ch. 102, the INSTITUTE makes grants to public and private persons in this state for research into the causes and cures for all types of cancer in humans; facilities for use in research into the causes and cures for cancer; research to develop therapies, protocols, medical pharmaceuticals, or procedures for the cure or substantial mitigation of all types of cancer; and cancer prevention and control programs.

WHEREAS the RECIPIENT ENTITY is an institution or organization that has received one or more grant awards from the INSTITUTE;

WHEREAS it is mutually beneficial to the INSTITUTE and RECIPIENT ENTITY to execute the grant award contract and related documents by communicating information to each other electronically, thereby increasing the speed and efficiency of the contract process, including execution, administration, and reporting and approval time and lowering transactional costs;

WHEREAS the RECIPIENT ENTITY has previously designated an ASO as the individual authorized to officially submit CPRIT application-related documents on behalf of the RECIPIENT ENTITY and otherwise commit the RECIPIENT ENTITY to do the work; and

NOW THEREFORE, in consideration of the promises and undertakings described herein, the sufficiency of which consideration is hereby acknowledged, the INSTITUTE and the RECIPIENT ENTITY agree to the following:

1. Electronic Contract Execution

1.1 Access to the INSTITUTE's Grant Management System (GMS). The INSTITUTE will provide the representatives for the RECIPIENT ENTITY with access to the INSTITUTE's GMS using the same user name and password as for the CPRIT Application and Receipt System (CARS), through which RECIPIENT ENTITY representatives may review and submit all documents related to the grant award contract in electronic format. Hereinafter, all contract and contract-related documents, including financial forms and progress reports, filed in electronic format through the INSTITUTE's GMS will be referred to as "CPRIT contract documents." The RECIPIENT ENTITY representatives will have access to the INSTITUTE's GMS for the sole purpose of reviewing, executing, amending, and sharing CPRIT contract documents. The RECIPIENT ENTITY representatives will have access to information on the INSTITUTE's GMS only regarding the

INSTITUTE-funded projects at RECIPIENT ENTITY's and will be authorized to act through the INSTITUTE's GMS only in regard to the RECIPIENT ENTITY's own CPRIT contract documents.

1.2. The Role of the Authorized Signing Official ("ASO") or Alternate Authorized Signing Official ("AASO").

The ASO is the designated representative of the RECIPIENT ENTITY with authority to act on the organization's behalf in matters related to the application and for administration of the INSTITUTE-funded contract. The RECIPIENT ENTITY may elect to designate an individual as an alternate authorized signing official ("AASO"). All obligations stated herein as applicable to the ASO or binding on the RECIPIENT INSTITUTION pursuant to actions taken by the ASO should also be read as equally applicable to the duly-designated AASO, if any.

By entering the ASO's password at certain specified points during or subsequent to the contract execution process, the ASO is binding the RECIPIENT ENTITY to the terms and conditions of the contract document or related form. CPRIT will view the use of the ASO's password, in conjunction with certain actions taken by the ASO when making a transaction (e.g. selecting the "submit" button), regarding any agreement, acknowledgement, consent terms, disclosures or conditions, constitutes the RECIPIENT ENTITY's acceptance and agreement as if actually signed by the ASO in writing. Parties agree that no certification authority or other third party verification is necessary to validate the ASO's action and that the lack of such certification or third party verification will not in any way affect the enforceability of or any resulting contract between the RECIPIENT ENTITY and the INSTITUTE.

1.3 Applicability. The Agreement applies to all CPRIT grants awarded to the RECIPIENT ENTITY, both existing grant awards and grant awards to be made in the future.

2. Notice and Reliance

2.1 Notice of Changes. The RECIPIENT ENTITY will promptly notify the INSTITUTE by fax or via a written notice submitted through the electronic portal of any changes regarding the identities of the individual(s) the RECIPIENT ENTITY has chosen to serve as an ASO and/or AASO and will notify the INSTITUTE of any change in the authority of any of the RECIPIENT ENTITY's ASO and/or AASO to access the INSTITUTE's GMS on the RECIPIENT ENTITY's behalf, and of any material change in the status of the RECIPIENT ENTITY's ASO and/or AASO.

2.2 Reliance on RECIPIENT ENTITY Communications. The INSTITUTE is entitled to rely on communications and instructions it receives from persons using GMS passwords assigned to the RECIPIENT ENTITY and purporting to act on behalf of the RECIPIENT ENTITY.

2.3 Prevention of Password Sharing. The RECIPIENT ENTITY shall not permit any individual associated with the RECIPIENT ENTITY to share their GMS user name and password with any other person. This applies to all GMS users associated with the RECIPIENT ENTITY, including all ASOs and AASOs.

3. Miscellaneous

3.1 Adherence to Rules. The RECIPIENT ENTITY will create CPRIT contract documents as directed and will otherwise use the INSTITUTE's GMS in conformance with the rules and procedures that the INSTITUTE will communicate in its training program and that the INSTITUTE will post on its web site or make available through its Helpdesk. The INSTITUTE may update its rules and procedures from time to time, with adequate notice to the RECIPIENT ENTITY through postings on the INSTITUTE web site and/or through e-mail messages.

- 3.2 RECIPIENT Grant Management Criteria Unchanged. The INSTITUTE processes, reviews, executes, and oversees the CPRIT award contract with RECIPIENT ENTITY pursuant to the terms specified by the INSTITUTE's award contract. This Agreement is not intended to alter and does not supersede the INSTITUTE's grant funding requirements as stated in the award contract between the INSTITUTE and the RECIPIENT ENTITY.
- 3.3 No Assignment. Neither Party may assign or otherwise transfer in any way any of its rights and obligations arising out of this Agreement without the prior written consent of the other party.
- 3.4 Termination. Either Party may terminate this Agreement upon written notice to the other Party. Upon effective date of termination of this Agreement, the INSTITUTE will cease providing the RECIPIENT ENTITY with access to the INSTITUTE's GMS. Failure to use the INSTITUTE's GMS, without receiving specific consent and approval from the INSTITUTE for a different method of reviewing, submitting, and executing CPRIT contract documents, may affect the ability of the RECIPIENT ENTITY to remain eligible for INSTITUTE grant award funding.
- 3.5 Binding Effect. Each of the undersigned persons represents and warrants that they are authorized to sign this Agreement on behalf of the Party they represent, and that they have the full power and authority to bind such Party to each and every provision of this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns. A signature on a copy of this Agreement transmitted by facsimile machine will have the force of an original signature.
- 3.6 Severability. If any term or provision of this Agreement should be declared invalid or unenforceable by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Agreement shall remain in full force and effect.
- 3.7 Entire Agreement and Waiver. This Agreement constitutes the entire agreement and understanding between and among the Parties concerning the matters set forth herein. This Agreement may not be amended or modified except by another written instrument signed by the Parties. Any failure of either party to exercise or enforce its rights under this Agreement shall not act as a waiver of subsequent breaches.

Signed: _____ Printed Name: _____ Date: _____

ASO For RECIPIENT ENTITY



(For INSTITUTE)