



Amendment No 1
to
Contract No NG150000333
for
Management of ATX+PAK Launch Entrepreneurship Grant Program
between
Information Technology University
and the
City of Austin

- 10 The City hereby exercises this extension option for the subject contract. This extension option will be February 1, 2017 through January 31, 2018. No options will remain.
- 20 The total contract amount is increased by \$76,040.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term 01/11/2016 - 01/31/2017	\$81,880.00	\$81,880.00
Amendment No 1 Option 1 - Extension 02/01/2017 - 01/31/2018	\$76,040.00	\$157,920.00

- 30 MBE/WBE goals do not apply to this contract.
- 40 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 50 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

By _____ NA _____

James Scarboro
City of Austin
Purchasing Officer

By _____

Nabeel Qadeer, Director
Information Technology University
Arfa Software Technology Park, 9th Floor
Ferzopure Road, Lahore, Punjab, Pakistan 54000

By *De Edwards* _____

City of Austin
Assistant City Manager

Approved to the Form

By *Chosby* _____

City of Austin
Law Department



MEMORANDUM

**City of Austin
Financial & Administrative Services Department
Purchasing Office**

DATE: April 12, 2016
TO: Memo to File
FROM: Claudia Rodriquez
RE: MA 5500-NG160000033

This agreement was created by Economic Development Department and is administered and maintained by the same.

According to Texas Local Government Code, Chapter 380, Section 380.001 regarding Economic Development Programs,

The governing body of a municipality may establish and provide for the administration of one or more programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality.

City of Austin Administrative Bulletin Number 84-07 states the authority granted to the Economic Development Department (formerly EGRSO).

Procurement authority for certain economic development contracts as described in Local Government Code, Chapter 380 is delegated to the Director of EGRSO.

There is no procurement function other than the creation of the payment vehicle.



MEMORANDUM

TO: Claudia Rodriguez, Senior Buyer, Purchasing

FROM: Michelle Clemons, Financial Manager, Economic Development Department
Alicia Dean, Grant Manager, Public Information Office

DATE: April 11, 2016

SUBJECT: U.S. Embassy, Islamabad, ATX+PAK Grant Process

On September 18, 2015 the City of Austin received a Notice of the Award from the U.S. Department of State regarding a \$499,990 grant to fund the ATX+PAK: Launch Entrepreneurship Exchange Program. The effective date (the earliest date program costs could be incurred) of the award was September 18, 2015.

Preliminary program planning began almost immediately with the ATX+PAK: Launch partners in order to provide key information to U.S. Embassy, Islamabad and State Department staff as per terms of the grant. Information provided included: Programing outline & timeline, proposed staffing needs & candidate bios, and draft sub-grantee agreements for approval. Partners were informed in conference calls on Oct. 5, 2015 and Nov. 2, 2015, that payments from the City of Austin could not be authorized until City Council approved the acceptance of grant funds and sub-grantee contracts were executed.

City Council authorized the Economic Development Department's acceptance of the grant funds on November 12, 2015. Council also authorized the negotiation and execution of sub-grantee contracts with ATX+PAK: Launch program partners.

Grant manager Alicia Dean began work to finalize the partner contracts. Initial drafts were completed in December, however, the holidays and vacations delayed the receipt of the fully signed contracts. The executed contracts were forwarded to EDD staff for processing on the following dates: 1/26/16: Information Technology University, 2/11/16 Greater Austin Asian Chamber of Commerce. The grant manager believed the grant set-up process was moving along without incident, and continued working with the ATX+PAK program partners toward the late April/ Early May arrival.

Several administrative steps needed to occur after the contract was executed. Accounting Technician Melody Foust worked with Vendor Registration in early February to set up Information Technology University as a vendor. Melody also noted the W-8 form was missing and the address did not match the invoices on-file. The vendor preferred that a wire transfer was set up for payments. Wire instructions for payment were provided on 2/19/2016. Alicia Dean worked with Vendor Registration to set up the wire payments. This is required by State Department terms in the grant.

Financial Manager Michelle Clemons started to work with the Controller's Office to set up the grant on 2/19/2016. On 3/11/2016 the Controller's Office set up a new fund and vendor/customer code, and the grant was set up on 3/15/2016. On 3/22/2016 Melody Foust started working with Controllers Office to set up an RQS for the Greater Austin Asian Chamber contract. An RQS for the Information Technology

University could not be processed without insurance or insurance waiver. An insurance waiver was provided on 4/1/2016.

The State Department is a new funding source for the City of Austin so a new vendor profile & funding line had to be created. This caused unanticipated delays in the grant set-up process. The grant manager and EDD staff were unaware of all the administrative processes required which caused delays, and that more information was needed to complete the set-up process. When made aware of the problem, the grant manager and EDD staff have provided all outstanding information required to complete the process.

This was a new procedure for everyone involved. The grant manager and EDD staff are now aware of that procedure and proper steps to follow when setting up a grant from a new federal funding source. Additionally, the Grant Manager, and EDD staff will pro-actively communicate with Purchasing staff to avoid potential delays in the future.

**SUBGRANT AGREEMENT BETWEEN
THE CITY OF AUSTIN AND
INFORMATION TECHNOLOGY UNIVERSITY**

THIS SUBGRANT AGREEMENT (Agreement) is entered into by and between the City of Austin, a home-rule municipal corporation situated in Hays, Travis, and Williamson Counties (City) acting through its Economic Development Department (EDD), and the Information Technology University (Sub-grantee).

RECTALS

1. The City of Austin has received and is responsible for administration of grant funds made available through the United States Department of State, via the U.S. Embassy, Islamabad (Grant), for the implementation of the ATX+PAK: Launch Entrepreneurship Program (Program), aimed at building partnerships between the start-up communities in Austin and Pakistan.
2. Sub-grantee operates Plan9 and Plan X which provide entrepreneurial and business support; and has submitted a letter of support for ATX+PAK programming activities in Pakistan and Austin.
3. EDD desires to contract for the services needed to implement the Program in Pakistan to assist Sub-grantee with the funding for said services and the Program.
4. Sub-grantee has agreed to perform its obligations under this Agreement for the benefit of the City.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

**SECTION I
THE CITY'S RESPONSIBILITIES**

The City will perform the following duties:

1. Designate Alicia Dean as the Contract Manager and the City's point of contact for the Sub-grantee during the term of this Agreement.
2. Serve as the primary point of contact with the U.S. Embassy, Islamabad and the U.S. Department of State for all grant related programming, payments, reporting, and compliance.
3. Provide full information to the Sub-grantee as to the requirements for the project.
4. Promptly review any reports or deliverables submitted by Sub-grantee; and



5. Ensure the Contract Manager is available to discuss and resolve any contractual issues that might arise during the term of this Agreement.

SECTION II SUB-GRANTEE'S RESPONSIBILITIES

- A. Sub-grantee will complete the tasks and services listed in Exhibit A. All tasks and services will be provided in compliance with all applicable federal grant terms and conditions. Acceptance and approval of documents or reports by the City shall not constitute a release of the responsibilities and liability of the Sub-grantee for the accuracy and competency of the Sub-grantee's work product or other documents and services prepared/performed under this Agreement. No approvals or acceptances by or on behalf of the City shall be an assumption of responsibility by the City for any defect, error, or omission in the work products or other documents and services as prepared/performed by the Sub-grantee.
- B. Sub-grantee shall not complete tasks, work or services unauthorized by the City. It is understood and agreed that no claim for extra work finished or materials furnished by the Sub-grantee will be allowed by the City except as provided in this section, nor shall the Sub-grantee perform any work or furnish any materials unless it is first requested and authorized in writing by the City. Any work or materials furnished by the Sub-grantee without a written request by City and authorization shall be at the Sub-grantee's own risk, cost, and expense and the Sub-grantee agrees and covenants that without a written order, Sub-grantee will make no claim for compensation for any work or materials furnished.
- C. Sub-grantee further agrees to correct documents or re-execute services as may be required due to the Sub-grantee's development of documents that are found to be in error or contain defects or omissions at no additional costs to the City.
- D. Sub-grantee shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the sub-grantee's ability to meet its contractual obligations.
- E. Sub-grantee agrees and understands it is subject to and must comply with all applicable Grant terms. Failure of Sub-grantee to comply with the terms of the Grant may result in the loss of grant funds or imposition of penalties upon the City. Sub-grantee shall reimburse or otherwise make the City whole if it fails to comply with the Grant and the City is penalized.

SECTION III



PAYMENTS TO THE SUB-GRANTEE

City agrees to pay Sub-grantee as full compensation for the services in Exhibit A as follows:

A. AMOUNT

City's total liability for payment of funds to Sub-grantee under this Agreement shall not exceed EIGHTY-ONE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS AND NO CENTS (\$81,880.00) for the initial term, and SEVENTY-SIX THOUSAND FORTY DOLLARS AND NO CENTS (\$76,040.00) if the City exercises its right to extend this Agreement for one twelve-month term, for a total Agreement amount not to exceed ONE HUNDRED FIFTY-SEVEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$157,920).

B. SCHEDULE

1. Each of the twelve monthly invoices under this Agreement shall be submitted with a Status Report for the previous month's activity by the 7th day of the month. There are a total of twelve Status Reports required under this Agreement, and twelve Status Reports are to be invoiced according to allowable program expenses incurred. Invoices will only be paid in accordance with terms and expenses outlined in "Exhibit B" for activities associated with implementing the scope of work outlined in "Exhibit A".
2. Sub-grantee must also provide quarterly programming activity and expense reports. Report deadlines are as follows: 1/15/16, 4/15/16, 7/15/16, 10/31/16, 1/16/17, 4/17/17, 7/17/17, 10/16/17, 1/15/18—Final Report.
Report templates will be furnished by the City of Austin.
3. Any additional costs or payments beyond the outlined above and in the Exhibits will be at the Sub-grantee's expense and must be categorized as cost-sharing for grant reporting purposes. All cost sharing must be itemized and include proper supporting documentation.

C. METHOD OF PAYMENT

1. Status Report Required: In order for each monthly invoice to be paid, Sub-grantee must submit the Status Report for the related month's activity.
2. Payment Due Date: All invoices will be paid within 30 days of receipt of accepted invoice. Sub-grantee must be a registered City vendor for payment to be issued. For all services rendered, Sub-grantee's payment to its sub-grantees (if any) is due within ten calendar days after receipt of payment from the City.



D. NON-APPROPRIATION.

The awarding or continuation of this Agreement is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Sub-grantee. The City shall provide the Sub-grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty charged to the City.

**SECTION IV
TERM**

This Agreement is effective upon the last party through November 30, 2016. The City has the option, in its sole discretion, to renew this Agreement for up to a one-year period (one additional year).

**SECTION V
NOTICE**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, fax, or other commercially accepted means. Notices to the City and the Sub-grantee shall be addressed as follows:

For the City:

Alicia Dean
Public Information Specialist
Public Information Office
City of Austin
P. O. Box 1088
Austin, TX 78767-1088
Phone (512) 974-9738

For the Sub-grantee:

Dr. Umar Saif
Vice-Chancellor
Information Technology University
9th Floor, 346-B Ferozepur Road
Arfa Software Technology Park
Lahore, 54000, Pakistan

**SECTION VI
DELAY, ASSURANCE, WARRANTY, & TERMINATION**

- A. Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while, and to the extent such default or delay is caused by acts



of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of the City or Sub-grantee. In the event of default or delay in performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

- B. By accepting this Agreement with the City, Sub-grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- C. Should Sub-grantee fail to provide deliverables in a timely or acceptable manner, City will provide Sub-grantee with notice and may provide the Sub-grantee ten days from receipt of notice to cure the issue. City reserves the right to terminate this Agreement for any reason at any time after ten days notice to the Sub-grantee, for default or any other reason. City shall pay the Sub-grantee for services rendered and for approved obligations incurred to date of termination and Sub-grantee shall submit to the City all work and documents prepared to that point. Should this Agreement be terminated due to Sub-grantee default before all Deliverables have been completed or approved, Sub-grantee will pay any cost incurred by City to complete or redo deliverables.

SECTION VII SUCCESSOR AND ASSIGNS

City and Sub-grantee each binds itself, its partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Sub-grantee shall assign or transfer its interest in this Agreement without the written consent of the other.

SECTION VIII OWNERSHIP AND USE OF DOCUMENTS

The Sub-grantee agrees that items including data, images, or other work product that are specified to be delivered under this Agreement, and that are to be paid for by the City, are subject to the rights of the City in effect on this Agreement's effective date. These rights include the right to use, duplicate, and disclose the items, in any manner and for whatever purpose, and to have others do so. If an item produced by the Sub-grantee is copyrightable, the Sub-grantee may copyright it, subject to the rights of the City; the City reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, modify, and use the items and to authorize others to do so. Sub-grantee shall include this provision in all subcontractor agreements entered into in connection with this Agreement.



SECTION IX MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- A. The Sub-grantee shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Program together with documentation and evaluations and study results for a period of five years after final payment for finished services and all other pending matters concerning this Agreement have been closed.
- B. Sub-grantee agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Sub-grantee related to the performance under this Agreement. The Sub-grantee shall retain all such records for a period of five years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Sub-grantee are resolved, whichever is longer. The Sub-grantee agrees to refund to the City any overpayments disclosed by any such audit. Sub-grantee shall include this provision in all subcontractor agreements entered into in connection with this Agreement.
- C. Texas Public Information Act. Sub-grantee acknowledges that City is required to comply with Chapter 552 of the Texas Government Code (Act). Under the Public Information Act, this Agreement, and documents related to this agreement, which are in City's possession, or to which City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document. Sub-grantee will cooperate with the City as needed in order for the City to comply with the requirements of the Act.

SECTION X VENUE

Venue and jurisdiction of any suit, right, or case of action arising under or in connection with this Agreement shall lie exclusively in Travis County, Texas. This Agreement will be construed in accordance with the laws of the State of Texas.

SECTION XI INSURANCE REQUIREMENTS

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or



Subcontractor(s). Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the Contractor and to Subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher and must be applicable to occurrences in the United States.
- C. The required insurance shall be submitted no later than thirty days after the effective date; however, coverage shall be from the date of the effective date of this agreement, in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Economic Development Department upon request.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Economic Development Department. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).



- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the Contractor and to Subcontractor(s) of every tier performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form WC 420304)
 - b. Thirty (30) day Notice of Cancellation (Form WC 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
- *Supplemental Insurance Requirement
- If eldercare, childcare, or housing for clients is provided,
the required limits shall be: \$ 1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)



C. Business Automobile Liability Insurance

1. Minimum limits:

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
 - b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000 \$300,000 \$100,000 may be provided in lieu of Business Automobile Liability Insurance.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
- a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

1. Travel Accident Insurance including Medical Coverage for each participant in the Grant Program for the duration of international travel associated with participation in the Grant Program.

**SECTION XII
INDEMNIFICATION**

SUB-GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES, AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS ARISING OUT OF, INCIDENT TO, CONCERNING, OR RESULTING FROM THE FAULT OF THE SUB-GRANTEE, OR THE SUB-GRANTEE EMPLOYEES, OR SUB-GRANTEES, IN THE PERFORMANCE OF THE SUB-GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE SUB-GRANTEE



(INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

FOR PURPOSES OF THIS SECTION, "INDEMNIFIED CLAIMS" INCLUDE ANY AND ALL CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS, AND LIABILITY OF EVERY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL COSTS AND EXPENSES OF LITIGATION, MEDIATION, OR OTHER ALTERNATE DISPUTE RESOLUTION MECHANISM, INCLUDING ATTORNEY AND OTHER PROFESSIONAL FEES FOR: DAMAGE TO OR LOSS OF THE PROPERTY OF ANY PERSON (INCLUDING, BUT NOT LIMITED TO THE CITY, THE SUB-GRANTEE, THEIR RESPECTIVE AGENTS, OFFICERS, EMPLOYEES AND SUB-GRANTEES; THE OFFICERS, AGENTS, AND EMPLOYEES OF SUCH SUB-GRANTEES; AND THIRD PARTIES); AND/OR DEATH, BODILY INJURY, ILLNESS, DISEASE, WORKER'S COMPENSATION, LOSS OF SERVICES, OR LOSS OF INCOME OR WAGES TO ANY PERSON (INCLUDING BUT NOT LIMITED TO THE AGENTS, OFFICERS, AND EMPLOYEES OF THE CITY, THE SUB-GRANTEE, THE SUB-GRANTEE'S SUB-GRANTEES, AND THIRD PARTIES). "FAULT" SHALL INCLUDE THE SALE OF DEFECTIVE OR NON-CONFORMING DELIVERABLES, NEGLIGENCE, WILLFUL MISCONDUCT, OR A BREACH OF ANY LEGALLY IMPOSED STRICT LIABILITY STANDARD.

SECTION XIII EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the services provided by this Agreement, the Sub-grantee agrees to comply with the applicable provisions of title 5 of the City Code (Civil Rights), state and federal Equal Opportunity in Employment statutes and regulations.

SECTION IVX GENERAL PROVISIONS

A. SEVERABILITY

If any word, phrase, clause, sentence, or provision of the Agreement, or its application to any person or set of circumstances is for any reason held to be unconstitutional, invalid, or unenforceable, the finding shall only effect the word, phrase, clause, sentence, or provision, and the finding shall not affect the remaining portions of the Agreement, this being the intent of the parties in entering into this Agreement. All provisions of this instrument are declared to be severable for this purpose.

B. MODIFICATIONS

No alteration, change, modification or amendment of the terms of this Agreement shall be valid or effective unless made in writing and signed by both parties and approved by appropriate action of the City.



C. ENTIRETIES

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, and mutually executed amendments (if any) constitute the entire understanding and agreement of the parties concerning the subject matter and all earlier and contemporaneous oral or written understandings are hereby declared void to the extent in conflict with any provision of this Agreement.

D. AUTHORITY AND GOVERNMENTAL POWERS

The City and Sub-grantee warrant that each has the right and authority to make and enter into this Agreement and to grant the rights set forth in the Agreement. It is expressly understood and agreed that the City, neither by the execution of this Agreement, nor any conduct of any representative of the City, shall be considered to waive, nor shall it be deemed to have waived, any applicable immunity or defense that would otherwise be available to the City against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

E. INDEPENDENT CONTRACTOR

Sub-grantee shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. City shall not be responsible for reporting or paying employment taxes or other similar levies for the Artist that may be required by the United States Internal Revenue Service or other State or Federal agencies. Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over an employee or official of the City.

CITY

By: Sue Edwards
Name: Sue Edwards
Title: Assistant City Manager
Date:

Approved as to Form:
C. Crosby
C. Crosby
Assistant City Attorney

SUB-GRANTEE

By: Nabeel Qadeer
Name: Nabeel Qadeer
Title: Joint Director
Date: 11-Jan-2016
By: Dr. Umar Saif
Name: Dr. Umar Saif
Title: Vice-Chancellor
Date: 11-Jan-2016





INSURANCE WAIVER REQUEST

Date March 31, 2016

Department Economic Development Department

RX Number _____

Contractor/Vendor Information Technology University

Description of Services Facilitation of ATX+PAK entrepreneurship exchange program activities as
approved by Council during the Nov. 12 2015 meeting

Buyer Claudia Rodriguez

Insurance to be waived

General Liability	<input checked="" type="checkbox"/>
Auto Liability	<input checked="" type="checkbox"/>
Worker's Compensation	<input checked="" type="checkbox"/>
Other	<input type="checkbox"/> Professional Liability Insurance

Reason for request:

EDD requests that the Worker's Compensation Insurance be waived for the vendor as the vendor will not be employing workers in Austin. All work provided in the scope of the contract will take place in Pakistan where employees are covered by the Pakistan Government's 1923 Worker's Compensation Act.

EDD requests general liability and professional liability be waived as the vendor will not be conducting business operations in Austin, nor will it be providing actionable recommendations to the City or any kind of professional consulting services which would require professional liability insurance. In addition, the purchase of a policy for coverage in Texas for work that will be carried out and only applicable in Pakistan will place an undue financial burden on the vendor which is an institution of higher learning.

EDD requests Auto Liability Insurance be waived as entrepreneurs selected by the vendor to participate in the ATX+PAK exchange program will not be renting or driving vehicles while in Austin. All entrepreneurs participating in the exchange program will be covered by travel accident and health insurance with coverage in the amount of 250,000 per accident or illness

in addition to \$25,000 in Accidental Death and Dismemberment coverage which exceeds contract requirements.

I hereby waive those insurance requirements shown for the above-mentioned contract.


Signature of Director

Date 4.11.16