



Public Utility Commission of Texas
 Business Unit # 47300
 Purchase Order # 21-0000328

Payment Terms: NET30 **Freight Terms:** FOB Shipping **Ship Via:** US MAIL **PCC:** 0 **Date:** 07/29/21 **PO Method:** IA **Dispatch:** Dispatch Via Email **Rev Dt:**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: UNIVERSITY OF TEXAS AT AUSTIN
 SPECIAL BILLING DEPARTMENT
 PO BOX 7398
 AUSTIN TX 787137398
 United States

Ship To: 0001 - PUBLIC UTILITY COMMISSION
 O
 SUITE 8-100
 1701 N CONGRESS AVENUE
 Austin TX 78701
 United States

Vendor ID: 3721721721 7

Purchaser: Pablo Almaraz

Phone: 512/936-7069
Fax: 512/936-7058

Bill To: PUBLIC UTILITY COMMISSION OF TEXAS
 Attn: Accounts Payable
 P.O. Box 13326
 Austin TX 78711-3326
 United States

Email: pablo.almaraz@puc.texas.gov

Bill To Fax:

Bill To Email: payables@puc.texas.gov


PO Information:
 PER IAC CONTRACT NO. 473-21-00007 BETWEEN THE PUC AND THE UNIVERSITY OF TEXAS - AUSTIN
 SIGNED 04/30/2021

INTER-AGENCY AGREEMENT WITH UT-AUSTIN ENERGY INSTITUTE TO ANALYZE THE EVENTS LEADING UP TO, DURING, AND AFTER THE PARTIAL BLACKOUT OF THE ERCOT GRID IN FEBRUARY 2021.
 THIS REQUISITION IS FOR PART 1 FOR \$60,000 FROM GENERAL REVENUE

Inter-agency Contracts: TEX. GOVT CODE ANN. §§ 771.001-771.010

Line-Sch:	Line Description:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	INTERAGENCY AGREEMENT WITH UT-AUSTIN ENERGY	917/25	1.0000	EA	\$60,000.00000	\$60,000.00	07/29/2021
						Schedule Total	<input type="text" value="\$60,000.00"/>
						ReqID: REQ0005149	
						Item Total for Line # 1	<input type="text" value="\$60,000.00"/>
						Total PO Amount	<input type="text" value="\$60,000.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

 Pablo Almaraz, CTAM
07/29/2021



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GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.2 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned. 1.7 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01, et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted

Authorized Signature

Pablo Alvarez, CTAM

07/29/2021



Public Utility Commission of Texas
 Business Unit # 47300
 Purchase Order # 21-0000328

bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: _____ Name of State Agency: _____ Date of Separation form State Agency: _____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor: _____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term "CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

Authorized Signature

Pablo Alvarez, CTAM

07/29/2021

Contract No. 473-21-00007

**INTERAGENCY CONTRACT
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND THE
UNIVERSITY OF TEXAS - AUSTIN**

This interagency contract is made between the Public Utility Commission of Texas, an agency of the state of Texas ("PUCT") with its office located at 1701 N. Congress Ave., Austin, TX 78701 and The University of Texas at Austin ("UT") a public institution of higher education established under the constitution and laws of the State of Texas with its offices at 3925 West Braker Lane, Building 159, Suite 3.11072, Austin, TX 78759. The parties undertake this interagency contract under the authority of Govt. Code 771, the Interagency Cooperation Act.

Article 1. CONTRACT TERM, TERMINATION, AMENDMENT AND EXTENSION

- A. This contract's term begins on the date that the last party executes this document and ends on August 31, 2021 unless sooner terminated or extended.
- B. This contract may be amended upon mutual agreement, including to extend the duration of the contract.
- C. Either party may, with 30 days' written notice to the other party, terminate this contract for convenience.
- D. If either party fails to comply with any terms or conditions of this contract ("default"), the other party may serve upon the defaulting party written notice requiring the defaulting party to cure such default. Unless within thirty (30) days after receipt of said notice by the defaulting party, said default is corrected or arrangements satisfactory to the other party for correcting the default have been made by the defaulting party, the other party may terminate this contract for default and will have all rights and remedies provided by law and under this contract.
- E. In the event of termination before the conclusion of the contract, the PUCT will only reimburse those expenses already incurred at the time the notice is provided or expenses approved in writing, prior to UT incurring those expenses, for the purpose of wrapping up the contract.

Article 2. AUTHORITY

The parties assert that each has the authority to enter into this interagency contract under Govt. 771.003 and that the Work to be done is not that required by Article XVI, Section 21 of the Texas Constitution. to be provided under a contract awarded to the lowest responsible bidder.

Article 3. UT DUTIES

The problems facing the Texas power and natural gas sectors are complex and will require multiple detailed analyses to untangle and remedy. The scope of work (SOW) for this contract will focus primarily on a multi-temporal understanding of the Weather Event of the week of February 14-19, 2021. Specifically, the SOW will be the preparation of a report that will examine the following issues related to the Weather Event:

Report outline

1. Executive Summary
2. Introduction
3. Short History of ERCOT
4. Timeline of events
 - a. Brief recap of key facts and figures from prior winter storm events in 1983, 1989 and 2011
 - b. Month(s) before the storm
 - i. Summary of capacity trends
 - ii. Winter 2021 SARA report
 - c. Week before the storm
 - i. Weather forecasts
 - ii. Warnings
 - iii. Any maintenance outages recalled
 - d. 2/11-2/19 series of events
 - i. Energy
 1. Load forecasts
 2. Generation forecasts for wind and solar
 3. Unplanned generation outages
 - a. Wind
 - b. Solar
 - c. Coal
 - d. Nuclear
 - e. Natural gas
 - f. Hydroelectric
 4. Gas system outages
 5. Transmission outages
 6. Load shedding, rotating Blackouts and controlled blackouts
 7. Restoration
 - ii. Prices & PUC orders
 1. Electricity costs
 2. Natural gas costs
 3. Ancillary Services costs
 4. Pricing issues
 5. Why prices stayed at \$9k/MWh so long
 - a. The last 32 hours
 - b. HCAP vs. LCAP
5. Short summary and context of Other infrastructures impacted from storm
 - a. Water
 - b. Housing
 - c. Critical care systems (dialysis centers, medical clinics, etc.)
6. Financial fallout
 - a. Short-pays to ERCOT
 - b. Short-pays from ERCOT
 - c. How short-pays are handled
 - d. Impacts on retail electric providers (REPs)
 - e. Impacts on Municipally-owned utilities
 - f. Impacts on G&Ts

- g. Impacts on IPPs
 - h. Hedging & PPA impact
7. A list questions that should be analyzed and considered in future work

Work Description

The reports for this effort will be a short, accessible report for legislators and their staff, and a report and presentation made to PUCT commissioners and staff. These reports will be based on the topics outlined in the Preliminary Study Outline above.

Report timelines are as follows:

1. Draft Report 3 weeks from last signature on contract
2. Final Report 5 weeks from last signature on contract
3. Presentations or Testimony for relevant legislative committees or the PUCT: TBD

Article 4. DUTIES OF THE PUCT

The PUCT, through its Contract Administrator, must provide requested documents to UT, as available, to assist in the study.

Article 5. CONTRACT COST

UT will provide the Work outlined above for an amount not to exceed \$60,000.00. This is the amount the parties anticipate the Work will cost. Prior to incurring costs over this amount, UT must notify the PUCT and UT and PUCT will negotiate a contract amendment. If UT determines it has incurred costs significantly less than \$60,000, the PUCT and UT will negotiate a contract amendment. Nothing in this article will be interpreted to require either UT or PUCT to make an accounting of the overhead and personnel costs of this contract beyond what has already been done to arrive at a negotiated cost for this contract.

Article 6. INVOICING AND PAYMENT

- A. UT will invoice the PUCT as follows: 40% of the contract cost after PUCT's receipt of the first Draft Report; 40% of the contract cost after PUCT's receipt of the Final Report; 20% of the contract cost 30 days after PUCT's receipt of the Final Report.
- B. UT must submit its invoices in writing to payables@puc.texas.gov. The invoice must describe the deliverables provided (e.g. First Draft Report, Final Report, Testimony) and state that the total amount requested covers the percentage of the Work provided prior to submission of the invoice.
- C. The PUCT must submit payment to UT within 30 days of receiving the invoice. As required by Govt. 771.008(a), the PUCT must make payment by voucher or electronic transfer drawn on the appropriation item or account from which it ordinarily would make expenditures of this type.
- D. As required by Govt. 771.008(b), UT must credit payment to the appropriation items or accounts from which its expenditures for the Work were made.

Article 7. AUDIT

The PUCT, the Office of the State Auditor, or any other authorized state entity may conduct an audit or investigation of any entity receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

Article 8. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

This contract may not be assigned, changed, amended, or modified in any manner except by written instrument executed by authorized representatives of both parties. The PUCT is not responsible for any costs UT incurs for the Work not specified in writing in this interagency contract.

Article 9. CONFIDENTIALITY

A. Exchange of Confidential Information.

For the purposes of this contract, the parties will be exchanging certain Confidential Information, as defined in Section B.1 below (i.e., the “Disclosing Party” provides Confidential Information to the “Receiving Party”).

B. Confidential Information

1. The Parties agree that all materials and information provided by PUCT to UT in connection with the performance of the Work under this contract are considered Confidential Information unless they are marked or otherwise designated in writing as “Public” by the PUCT.
2. The Parties agree and acknowledge that the information to be provided by PUCT to UT in connection with this contract, except that information designated in writing as “Public”, is considered “Confidential Information” for one or more of the following reasons:
 - i. It is information that by its nature or purpose would reasonably be considered by a person to be confidential, proprietary, or trade secret information and specifically includes, but is not limited to, anything designated as Protected Information under the ERCOT Protocols.
 - ii. It includes information, technical data, and know-how that relates to the business, services, or products of Market Participants (as defined below), customers, or other vendors, including without limitation, any research, products, services, developments, inventions, processes, techniques, designs, and scientific, technical, engineering, distribution, marketing, financial, merchandising, pricing, and sales information that is disclosed to Receiving Party directly or indirectly in writing, electronically, orally, by drawings, or

through inspection. A “Market Participant” is an entity other than ERCOT that engages in any activity that is in whole or in part the subject of the ERCOT Nodal Protocols, regardless of whether it has signed an agreement with ERCOT, as further described in the ERCOT Nodal Protocols, which may be found on ERCOT’s website at www.ercot.com.

iii. It is information that reveals particular vulnerabilities of critical infrastructure and is protected under Texas Government Code § 418.181.

3. Confidential Information does not include information, technical data, or know-how that:

- i. is already published or available to the public, or subsequently becomes available, other than by a breach of this contract;
- ii. is received from a third party without Receiving Party’s knowledge of any obligation of confidentiality;
- iii. is independently developed by personnel or agents of Receiving Party without reliance on the Confidential Information;
- iv. is proven by written evidence to be known to Receiving Party at the time of disclosure; or
- v. is produced by Receiving Party in compliance with an order, rule, or law of any federal, state, local, or municipal body having jurisdiction over a party, provided that Receiving Party gives Disclosing Party notice, to the extent reasonably possible, of such order, rule, or law and gives Disclosing Party an opportunity to defend and/or attempt to limit such production.

4. The PUCT and UT acknowledge that fully executed contracts between Intergovernmental bodies for the provision of goods or services are subject to disclosure under the PIA, and therefore, this contract may be disclosed.

C. Precautions Taken to Protect Confidential Information

1. As a courtesy and a reminder, Disclosing Party will designate information it provides as confidential, whenever it provides Confidential Information. However, failure to designate information as Confidential Information does not change the definition of Confidential Information provided in Section B, and does not relieve Receiving Party of its duties to protect Confidential Information.
2. Receiving Party agrees not to disclose or use the Confidential Information for any purposes other than those under this contract.
3. Receiving Party will take reasonable actions and precautions to prevent unauthorized disclosure and use of Confidential Information, including maintaining possession and control at all times.
4. Confidential Information and all copies are and will remain the property of Disclosing Party.
5. Upon request of Disclosing Party or immediately upon termination of this Agreement, Receiving Party will promptly return to Disclosing Party all Confidential Information via bonded courier or some other similarly secure means agreed upon in advance, or destroy all Confidential Information using a destruction method that ensures such data is unrecoverable and providing documentation to Disclosing Party detailing the destruction method and process used, provided that each Party may keep a copy of this Agreement.
6. Receiving Party agrees to immediately notify Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information, and to cooperate in any reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent further unauthorized use or disclosure.
7. Each Receiving Party may disclose the Confidential Information of Disclosing Party to its own employees assisting in making an evaluation of the Confidential Information; provided, however, that such employees are advised of the confidentiality and non-use obligations hereunder and are legally obligated by written agreement or otherwise to maintain the confidentiality and non-use of the Confidential Information. In no event will a Receiving Party disclose Confidential Information to third parties unless it obtains the prior written consent of Disclosing Party; provided, that prior to any such disclosure, Receiving Party shall first obtain a written non-disclosure agreement from such third party containing terms and conditions substantially similar to those set forth herein. If requested, a copy of such executed agreement will be provided to Disclosing Party.
8. If a Receiving Party is legally required by court order, law, or other governmental regulation or authority to disclose certain Confidential Information received from a Disclosing Party, such disclosure may be made only after giving written notice to Disclosing Party of such legal requirement so that Disclosing Party may object to such disclosure and seek a protective order; and in any event, the disclosure shall be limited to only that portion of the Confidential Information which is legally required to be disclosed.

D. Cyber Security

1. Prior to obtaining Confidential Information, UT will provide summary documentation of its standards, practices, training programs, and environment used to store Confidential Information.
2. During performance of the Work, and upon UT identifying any known vulnerabilities or breaches of system security, UT will notify PUCT within 24 hours of

such breaches involving risk of inappropriate access to Confidential Information provided by PUCT. Within 7 calendar days of any such breach, UT will provide follow-up documentation to PUCT that will include a description of the breach, potential security impact, root cause, and recommended corrective actions to be taken by PUCT and UT. UT will continue to report to PUCT on a schedule approved by PUCT until a root cause analysis and forensic investigation to determine the full impact have been completed or exhausted. Upon completion of the Work, UT will destroy or return any Confidential Information in its possession, based on instructions provided by PUCT.

3. UT will transfer any deliverables containing Confidential Information only through secure channels approved in advance by the PUCT. The PUCT may require UT to specify how digital delivery will be validated and monitored to ensure integrity and authenticity of software and patches, and to apply encryption throughout the delivery process..

E. UT will continue to be bound by the non-disclosure portions of this agreement after the termination of this contract. However, as this contract requires the return or destruction of Confidential Information, UT's duties to protect information by storing records properly end when its possession of the Confidential Information ends.

Article 10. PROPERTY RIGHTS AND CONTINUED PROTECTION OF CONFIDENTIAL INFORMATION

UT and the Principal Investigator have the right to publish or otherwise publicly disclose information, other than Confidential Information, gained or developed in the course of this Contract, provided that UT submits an advance copy of such publication to PUCT and allows PUCT up to forty-five (45) days to confirm that such publication does not include any Confidential Information. For the avoidance of doubt, UT shall not release any such publication prior to the completion of PUCT's review. The PUCT's review of any such publication is limited to ensuring Confidential Information is not disclosed under this contract and must not be interpreted as legal advice regarding UT's obligations to others with regard to this information.

UT will otherwise have full authority to determine the scope, content, and copyright of any publications. UT grants the PUCT a non-exclusive, royalty free license in UT's publications and any other Work produced for this Contract for non-commercial purposes.

During the performance of this contract, title to all inventions or discoveries made solely by UT will reside in UT, title to all inventions or discoveries made solely by PUCT will reside in PUCT, and title to all inventions and discoveries made jointly by PUCT and UT will reside jointly in PUCT and UT.

Nothing contained in this Contract will, by express grant, implication, estoppel or otherwise, create in either Party any right, title, interest, or license in or to the inventions, patents, computer software or software documentation of the other Party.

Article 11. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 12. CONTRACT ADMINISTRATION AND NOTICE

A. The PUCT designates Tom Hunter, Office of the Executive Director, as the Contract Administrator and PUCT's point of contact for all purposes including receiving required notices. UT acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. UT further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

B. UT designates Dr. Joshua D. Rhodes as the UT Principal Investigator and UT's point of contact for all technical purposes. Any notices required under this contract should be sent to the attention of Mark Featherston at osp@austin.utexas.edu.

Article 13. SIGNATORIES

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

Article 14. ENTIRE AGREEMENT

This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of the Work. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the last date signed.

The Public Utility Commission of Texas


By:



Thomas J. Gleeson
Executive Director

University of Texas-Austin

By:

DocuSigned by:


C662057786C341A...
Mark Featherston
Assistant Director - OSP.

Date Signed:

4/30/21

Date Signed:

2021-04-30 | 11:50:18 PDT



Office of Sponsored Projects

3925 W. Braker Ln., Suite 3.340 • Stop A9000 • Austin, TX 78759 • 512-471-6424 • FAX 512-232-6649

<p align="center">INVOICE The University of Texas at Austin ~SPONSORED PROJECTS AWARD ADMINISTRATION~</p>	<p>INVOICE NUMBER: 001 DATE: 06/10/21 TOTAL AMOUNT DUE: \$24,000.00</p>																		
<p>BILL TO: TX PUBLIC UTILITY COMMISSION PAYABLES@PUC.TEXAS.GOV</p>	<p>PLEASE REMIT TO: The University of Texas at Austin Office of Accounting Attn: Sponsored Projects Award Administration P.O. Box 7159 Austin, Texas 78713-7159</p>																		
<p>TITLE: Assessment of Events during ERCOT Blackouts of February 2021</p>																			
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<p>I certify that the above bill is correct and just, that the payment therefore has not been received, and that the amount billed does not include any amount included in prior billing.</p> <p align="center">_____ Linda Haster Associate Director, Sponsored Projects Award Administration</p>																			
<p align="center">For additional information regarding the above please contact Caitlan Zilligen at cmccollum@austin.utexas.edu. 26-4411-73</p>																			



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