

By submitting an Application, for a Commercialization Award from the Texas Emerging Technology Fund (“TETF”), to the Gulf Coast Regional Center of Innovation and Commercialization (“GCRCIC”), on behalf of my company (“Applicant”), I accept the following terms and conditions for my Application Form and Attachment Documents (“Application”):

1. Confidentiality:
 - a. The GCRCIC will not use any Confidential or Proprietary information (hereby referred to as “Confidential Information”) in their review of this Application.
 - b. The GCRCIC will only accept Applications that include an Application Form and Attachment Documents (including the required Business Plan) that do not contain any Confidential Information.
 - c. If the Applicant desires to provide the TETF with any documents containing Confidential Information, the Applicant must submit a second set of those documents (such as the Application Form or Business Plan) that are clearly marked as containing Confidential Information, and the portions of those documents containing Confidential Information must be clearly marked.
 - d. The GCRCIC will accept documents containing Confidential Information. However, any documents containing Confidential Information will not be used in the GCRCIC’s review of the Application.
 - e. The GCRCIC will only accept documents containing Confidential Information for the purpose of forwarding those documents to the TETF, should the Application be selected by the GCRCIC for submission to the TETF.
 - f. If the Application is selected by the GCRCIC for submission to the TETF, the GCRCIC will submit the Application Form and Attachment Documents to the TETF (including those documents containing Confidential Information). At that point, the TETF will be responsible for the handling of these documents.
 - g. All documents submitted to the TETF may be subject to the Texas Public Information Act (“PIA”).
 - h. I understand I and my company are responsible for protecting my Confidential Information from potential disclosure under the PIA.
 - i. All Applications, Business Plans, supporting documentation and any other documents submitted to the GCRCIC will be destroyed after the selection process is complete. The GCRCIC will not return or retain any submitted Application documents after the completion of the current funding round. Applicants are encouraged to print and retain copies of all documents submitted online, as the GCRCIC will not be responsible for preserving or supplying back-up documentation.
2. Application Fee:
 - a. The Application Fee is provided to the GCRCIC to help cover the costs of reviewing Applications.
 - b. Application Fees will be submitted to the Houston Technology Center, which serves as the GCRCIC.
 - c. The Application Fee is nonrefundable once the Application has been submitted.
3. Application Process:
 - a. I have reviewed the Application Process described on the GCRCIC website (www.gulfcoastrcic.org) and agree to provide additional information and/or make presentations, as requested by the GCRCIC.
 - b. I understand that failure to provide this information or make presentations, with the time frame requested by the GCRCIC, may result in disqualification of my Application.
 - c. I authorize the GCRCIC to notify our sponsoring Economic Development Organization (EDO) of the final status of the GCRCIC’s review of our application.
 - d. I understand the GCRCIC may perform some diligence on our company and the individuals listed in the application form, both as part of the GCRCIC’s review of our application, and to provide us assistance in preparing for the State’s diligence research on our application, should our application be submitted to the State for processing.

4. Conflict of Interest:
 - a. The GCRCIC is committed to maintaining a review process that is fair and reasonable. Therefore all reasonable efforts will be made to avoid unfair bias in the acceptance, qualification, evaluation, and further submission of Applications. In particular, I understand that any business, financial, or other relationship between an Applicant and a Reviewer who may be responsible for reviewing such Applicant's Application may present a risk of actual or apparent conflict of interest ("Conflict of Interest"). I agree to notify the GCRCIC should I determine that I have an actual or potential Conflict of Interest with any member of a Review Committee ("Reviewers") or the GCRCIC Board ("Board Members") that may be reviewing my Application.
 - b. If requested by the GCRCIC to identify Reviewers or Board Members with which I may have a Conflict of Interest, I promise to provide a response to this request within the timeframe provided by the GCRCIC. Failure to provide this response may result in disqualification of my Application.
 - c. I promise not to have any contact with any Reviewers or Board Members while my Application is under Review by the GCRCIC, unless contact has been initiated by the GCRCIC. I understand that communication of any kind with Reviewers or Board Members while my application is under Review by the GCRCIC may result in disqualification of my application.
5. Assistance from Reviewers and Board Members:
 - a. Reviewers and Board Members are volunteers donating their time to assist the GCRCIC in processing applications, and potentially provide limited assistance to applicants. Volunteer service on a Review Committee or the Board does not constitute and should not be construed as an affiliation with or endorsement by the GCRCIC or the State of Texas.
 - b. While Reviewers or Board Members may be asked to relay feedback to applicants from their Review Committee or the Board, their advice may not necessarily represent the position of the GCRCIC or the State of Texas.
 - c. Before a final decision has been reached on my application by the GCRCIC or the State of Texas, should I enter into any agreement with any Reviewers or Board Members, I will provide written notification to the GCRCIC. Failure to provide this notification may result in disqualification of my application.
6. Texas Life Science Center: (only for applications with Life Science technologies):
 - a. I authorize the GCRCIC to provide a copy of my Application Documents, including Confidential Information of the Company, to the Texas Life Science Center (TLSC).
 - b. I hereby waive and release the GCRCIC and Houston Technology Center from any responsibility for how the TLSC will handle the Application Documents
7. Liability waiver:
 - a. I understand that submission of an Application does not create any obligation, warranty or promise by the GCRCIC, the Houston Technology Center, the TLSC, TAMEST or the State of Texas to make any award, grant, or availability of funding.
 - b. I understand that the Houston technology Center and the GCRCIC are operating as volunteer facilitators to enable participation of applicants in the State of Texas program. I hereby waive and release the GCRCIC, the Houston Technology Center, their staff members, Reviewers and Board Members from any and all expenses, costs and liabilities, including all actions, claims for injunctive relief, or claims for damages of any kind resulting from the operation of this application process and the submission of this application and any information contained therein, including without limitation any claims based on release of Confidential Information.
 - c. THE GCRCIC, THE HOUSTON TECHNOLOGY CENTER, THEIR STAFF MEMBERS, REVIEWERS AND BOARD MEMBERS SHALL IN NO CASE BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSS OF REVENUE, PROFIT, BUSINESS OR GOODWILL OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE COST, DAMAGES, OR EXPENSE OF ANY KIND HOWEVER CAUSED OR HOWEVER ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

I agree to the above terms and conditions on behalf of my company.

Signature _____

Printed Name _____

Company Position _____

Company Name _____

Date _____