

**CONTRACT BETWEEN THE NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION AND SPARK SMALL BUSINESS CENTER**

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THE STATE OF TEXAS           §  
   §       KNOW ALL MEN BY THESE PRESENTS:  
 COUNTY OF COMAL           §

THIS CONTRACTUAL AGREEMENT, is made and entered into by and between the New Braunfels Economic Development Corporation, a Non-Profit Corporation of the State of Texas, hereinafter called "EDC", acting by and through its duly authorized officers, and Spark Small Business Center, formerly known as the Center for Entrepreneurship, a Non-Profit Corporation of the State of Texas, hereinafter called "SPARK", acting by and through its officers:

W I T N E S S E T H:

I.

WHEREAS, Texas Local Government Code §501.054 provides the EDC with the powers of non-profit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, and Section Seven of the Bylaws of the EDC allows for the President and Secretary of the EDC to execute any contract which the Board has approved and authorized to be executed; and

II.

WHEREAS, upon the recommendation of the EDC at its meeting on **Month Day**, 2024 and the City Council of New Braunfels, Texas on **Month Day**, 2024 approved the EDC's determination that the following funds be allocated to SPARK to participate in a funding arrangement to continue operation of a Small Business Development Center ("SBDC") satellite center to the University of Texas at San Antonio's SBDC in New Braunfels:

- (1) A grant in an amount up to \$250,000 to SPARK for the costs to continue the operation of a Small Business Development Center satellite office to September 30, 2025;
- (2) The grant funds, or parts thereof, shall be distributed to SPARK within thirty (30) days after receiving a request(s) from SPARK with attached invoice from SPARK for operation of the satellite center;
- (3) SPARK shall at all times comply with the ordinances of City of New Braunfels and the laws of the State of Texas;
- (4) All funds received by SPARK from EDC as herein provided shall be expended solely for the purposes stated herein and as attached as Exhibit A with regard to the costs of establishing and operating the satellite center in New Braunfels. Any proven breach of this covenant shall be cause for immediate termination of the distribution of funds.

III.

SPARK will provide written quarterly reports, in a manner acceptable to the NBEDC, via email to the NBEDC's administrative support at the City of New Braunfels, due to the NBEDC by:

Quarter 1	1/14/2025
Quarter 2	4/15/2025
Quarter 3	7/15/2025
Quarter 4	10/14/2025

The reports will deliver information on SPARK's activities as it deems necessary, as well as information about the performance objectives and measurements as further detailed in Appendix B.

SPARK shall make at least two presentations annually, at a previously scheduled NBEDC Board Meeting, about its fulfillment of the performance measures in Appendix B by the following deadlines:

Presentation 1	4/17/2025
Presentation 2	10/16/2025

#### IV.

Any breach of the terms and conditions of this grant by SPARK will result in the repayment of the grant unless EDC and SPARK agree, in writing, to modify the terms of the grant.

#### V.

In the performance of this contract, SPARK shall not discriminate against any user, performer, or customer of the SPARK because of his/her race, color, religion, national origin, sex, disability or ancestry. Proven breach of this covenant may be regarded as a material breach of the contract causing its termination.

#### VI.

Employment of Undocumented Workers. During the term of this Agreement, SPARK agrees not to knowingly employ an undocumented worker and if convicted of a violation of 8 U.S.C. Sec. 1324a(f), the SPARK shall repay the amount of the Grant and any other funds received by the SPARK from the EDC as of the date of such violation within sixty (60) days after the date the SPARK is notified by the EDC of such violation, plus interest at the rate periodically announced by the Wall Street Journal as the prime or base commercial rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the EDC) as its prime or base commercial lending rate, from the date of such notice until paid.

#### VII.

All communications between EDC and SPARK shall be addressed to the President of the

New Braunfels Economic Development Corporation, c/o City of New Braunfels, 550 Landa Street, New Braunfels, Texas 78130. Any communication to SPARK shall be addressed to the President, The Spark Small Business Center, 800 W. San Antonio, St. New Braunfels, TX 78130. If contact information references in this section changes, the party whose contact information is changing must notify the other party in writing of the changed contact information.

VIII.

It is understood and agreed that in the event any provision of this contract is inconsistent with requirements of law, the requirements of law will control and the parties shall revert to their respective positions, which would otherwise be enjoyed or occupied by the respective parties for the terms of this contract.

IX.

The foregoing instrument in writing between the parties herein, constitutes the entire agreement between the parties, relative to the funds made the basis hereof, and any other written or oral agreement with the EDC being expressly waived by SPARK.

IN WITNESS WHEREOF, the parties hereto execute this agreement in duplicate originals on this \_\_\_\_ day of \_\_\_\_\_, 2024.

NEW BRAUNFELS ECONOMIC DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Kathy Meurin, *President*

By: \_\_\_\_\_  
Shane Hines, *Secretary*

APPROVED AS TO FORM:

\_\_\_\_\_  
Valeria Acevedo, City Attorney

SPARK SMALL BUSINESS CENTER

By: \_\_\_\_\_  
Ron Richardson, Business Advisor

By: \_\_\_\_\_  
Spark Board President

## Appendix A

# 2024-2025 Spark Budget

	2024-2025	Actual 10/1/23-9/30/24
<i>New Braunfels EDC Funding</i>	\$250,000	\$250,000
Subtotal		
UTSA 1st Quarter Payment (Jan- Mar)	-\$17,751	
UTSA 2nd Quarter Payment (Apr - Jun)	-\$17,751	
UTSA 3rd Quarter Payment (Jul - Sep)	-\$17,751	
UTSA 4th Quarter Payment (Oct - Dec)	-\$17,751	-\$129,043
Employee Expenses	-\$101,672	-\$59,375
Alarm Expense	-\$600	-\$591
Cleaning Expense	-\$1,200	-\$1,120
NBU Utilities Expense	-\$2,000	-\$1,769
Rent Expense	-\$28,000	-\$23,579
Insurance Expense	-\$1,800	-\$1,600
Internet Expense		
Phone Expense	-\$2,500	-\$2,051
Equipment	-\$2,500	-\$205
Office Supplies	-\$6,000	-\$1,721
Miscellaneous office expenses	-\$4,750	
Community Outreach	-\$4,500	-\$2,726
Website Maintenance	-\$3,500	-\$350
Website Upgrade	\$0	-\$1,850
Marketing Materials, Signage, Client Photos	-\$4,200	-\$1,824
5% contingency for unexpected expenses & opportunities	<u>-\$11,711</u>	-\$967
Expense Total	<u>-\$245,937</u>	<u>-\$228,772</u>
Ending Balance	\$4,063	* \$21,228
* Actual does not include \$17,751 due to UTSA for services from 7/1-9/30/24		

**Appendix B**  
Performance objectives and measurements

Key Measurements required in Quarterly Reporting & Presentations:

- Number of business plans created
- New business starts
- Number of jobs created
- Number of jobs retained
- Amount of financing closed
- Updates on events, training, marketing, or any other supplemental work furthering the support of entrepreneurs and small businesses in the area

**Appendix C**  
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SPONSORED PROGRAM AGREEMENT  
between  
THE UNIVERSITY OF TEXAS AT SAN ANTONIO  
and  
THE SPARK SMALL BUSINESS CENTER

This AGREEMENT is entered into by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, an institution of the University of Texas System and an agency of the State of Texas, located at One UTSA Circle, San Antonio, Texas 78249 ("UTSA"), and the SPARK SMALL BUSINESS CENTER, a non-profit corporation located at 940 West San Antonio Street, Suite A, New Braunfels, Texas 78130 ("THE CENTER").

WHEREAS, THE CENTER was created by public and private partnership to provide potential entrepreneurs a comprehensive program of education, support, assistance, and training in all areas of business development; and

WHEREAS, as part of its community service mission, UTSA operates outreach-based small business development programs through its Institute for Economic Development (IED), dedicated to foster small business success; and

WHEREAS, the program contemplated by this AGREEMENT is of mutual interest and benefit to UTSA and to THE CENTER, and will further the objectives of UTSA in a manner consistent with its status as an agency of the State of Texas; and

WHEREAS, UTSA, through its IED, in collaboration with THE CENTER, is uniquely suited in the region to perform the tasks enumerated herein given its existing consistent mission, professional and support staff, and its technical, administrative, and small business support structures.

NOW, THEREFORE, the parties hereto agree as follows:

1. **STATEMENT OF WORK.** Refer to Attachment "A" incorporated herein for a description of the Program, entitled "UTSA SBDC Satellite Office—New Braunfels".
2. **PROJECT DIRECTOR.** The Program will be supervised by Richard Sifuentes, Director of the UTSA Small Business Development Center ("SBDC Director"), and operated within the IED. If, for any reason, the SBDC Director is unable to continue to serve as Project Director, and a successor acceptable to both UTSA and THE CENTER is not available, this AGREEMENT shall be terminated as provided in Article 6.
3. **EFFECTIVE DATE AND PERIOD OF PERFORMANCE.** The effective date of this AGREEMENT ("Agreement Effective Date") shall be October 1, 2024. The Program shall be performed during the period of October 1, 2024, through September 30, 2025 ("Period of Performance"). This AGREEMENT shall remain in effect through the end of the Period of Performance and will be subject to renewal only by mutual written agreement of both parties.
4. **PRICE AND PAYMENT.** As consideration for UTSA's performance, THE CENTER will pay UTSA an amount equal to its expenditures and reasonable overhead in conducting the Program subject to a maximum expenditure limitation of \$71,004. This AGREEMENT will operate according to the BUDGET attached as Attachment "B" herein, to include the normal operating expenses relative to the Program SCOPE OF WORK attached as Attachment "A" herein. THE CENTER will allow UTSA to transfer up to 10 percent (\$7,100) of the total budget between line items without prior approval of the Spark Small Business Center board in order to allow some flexibility in use of funds during the term of the agreement. This is in line with the amount allowed by the U.S. Small Business Administration through their Cooperative Agreement with UTSA. Both the SCOPE OF WORK and BUDGET are subject to negotiation and administrative approvals by both parties, and may be amended by mutual written concurrence of authorized representatives, consistent with the intent of this overall AGREEMENT. Operating budget expenditures will be processed according to routine UTSA policy and procedure, and with complete reporting transparency to both parties.

Actual expenditures incurred by UTSA pursuant to performance of this AGREEMENT will be billed to THE CENTER on a quarterly basis using UTSA's invoice form. THE CENTER shall remit payment within 30 days of the delivery date of an invoice, referencing the Project Director and Program, delivered to the following address:

The University of Texas at San Antonio  
Attn: Financial Services and University Bursar, FLN 1.04.08  
One UTSA Circle  
San Antonio, TX 78249

5. DELIVERABLES. Refer to Attachment "A" incorporated herein for a description of deliverables.

6. TERMINATION. Performance under this AGREEMENT may be terminated by THE CENTER or UTSA upon sixty (60) days written notice. UTSA will be reimbursed as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the Program, such reimbursement not to exceed the total cost specified in Article 4.

7. PUBLICATIONS AND COPYRIGHTS. UTSA and THE CENTER will be free to publish the results of any research under this AGREEMENT, relative to the Program, but specifically omitting any intellectual property or confidential information of UTSA SBDC ("SBDC") clients not otherwise related to UTSA. Title to and the right to determine the disposition of any copyrights, or copyright enabled material, first produced or composed in the performance of this program shall remain with UTSA, provided that UTSA shall grant to THE CENTER an irrevocable, royalty-free non-exclusive right to reproduce, translate and use all such copyrighted material for its own non-commercial purposes.

8. PATENTS. Title to any invention conceived or reduced to practice in the performance of this program relative to SBDC business assistance activities, but specifically omitting any intellectual property of SBDC clients not otherwise related to UTSA, will remain with UTSA. UTSA shall have the sole right to determine the disposition of any patents or other rights resulting there from, provided that upon issue of any patent on any such invention or discovery (relative to SBDC business assistance activities, but specifically omitting any intellectual property of SBDC clients not otherwise related to UTSA), UTSA shall grant to THE CENTER an irrevocable, royalty-free non-exclusive license for use of such invention or discovery for its own non-commercial purposes.

9. RELEASE OF INFORMATION. UTSA shall have the right to acknowledge THE CENTER, the SBDC Director, the nature of the Program, and the dollar value of this AGREEMENT in UTSA records and reports. No press release will be made regarding the Program unless agreed to in writing by both UTSA and THE CENTER in advance.

10. TITLE TO EQUIPMENT. THE CENTER shall retain title to all furnishings and equipment purchased with funds provided by THE CENTER under this AGREEMENT.

11. NOTICES. All notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date so delivered or so deposited in the mail unless otherwise provided herein.



## UTSA:

Technical      Richard Sifuentes  
 Director  
 UTSA SBDC  
 Institute for Economic Development  
 The University of Texas at San Antonio  
 501 W. Cesar E. Chavez Blvd., Suite 2.312  
 San Antonio, TX 78207

Contractual    Silvia E. Cano  
 Sr. Director, Financial and Administration  
 Downtown Campus  
 The University of Texas at San Antonio  
 501 W. César E. Chávez Blvd.  
 San Antonio, TX 78207

## THE CENTER:

Technical &    SPARK SMALL BUSINESS CENTER  
 Contractual    ATTN: Dani Hensley, President  
 940 W. San Antonio St., Suite A  
 New Braunfels, TX 78130

12. EXPORT ADMINISTRATION. It is understood that UTSA is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United State Government.

Both UTSA and THE CENTER hereby agree and warrant that the Program contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting there from, shall be conducted in full compliance with the export control laws of the United States Government.

13. INDEPENDENT CONTRACTOR. For the purposes of this AGREEMENT and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

14. SEVERABILITY. If any of the provisions of this AGREEMENT in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

## 15. DISPUTE RESOLUTION.

(A) To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this AGREEMENT and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by UTSA and THE CENTER to attempt to resolve any claim for breach of contract made by THE CENTER:

(1) THE CENTER's claims for breach of this AGREEMENT that the parties cannot resolve pursuant to other provisions of this AGREEMENT or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, THE CENTER shall submit written notice, as required by subchapter B of Chapter 2260, to UTSA in accordance with the notice provisions in this AGREEMENT. THE CENTER's notice shall

specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that UTSA allegedly breached, the amount of damages THE CENTER seeks, and the method used to calculate the damages. Compliance by THE CENTER with subchapter B of Chapter 2260 is a required prerequisite to THE CENTER's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of UTSA, or such other officer of UTSA as may be designated from time to time by UTSA by written notice thereof to THE CENTER in accordance with the notice provisions in this AGREEMENT, shall examine THE CENTER's claim and any counterclaim and negotiate with CENTER in an effort to resolve such claims.

(2) If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is THE CENTER's sole and exclusive process for seeking a remedy for any and all of THE CENTER's claims for breach of this AGREEMENT by UTSA.

(3) Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this AGREEMENT by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to this AGREEMENT constitutes or is intended to constitute a waiver of UTSA's or the state's sovereign immunity to suit and (ii) UTSA has not waived its right to seek redress in the courts.

- (B) The submission, processing and resolution of THE CENTER's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- (C) UTSA and THE CENTER agree that any periods set forth in this AGREEMENT for notice and cure of defaults are not waived.

16. **LIABILITY LIMITATION.** Each Party shall bear all costs, expenses, risks and liabilities incurred by it arising out of or relating to its obligations, efforts or performance under this Agreement. No Party shall have a right to any reimbursement, payment or compensation of any kind from the other in relation to this Agreement, except as provided herein. Each Party agrees to be responsible and assume liability for its own willful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent authorized by law, and each Party agrees to hold the other harmless from any such liability to the extent allowed by applicable law.

#### 17. MISCELLANEOUS.

- (A) **Governing Law** This AGREEMENT constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written amendment signed by both parties. It shall be construed in accordance with the laws of the State of Texas.
- (B) **Order of Precedence.** In the event of any conflict between this AGREEMENT and its attachments, the terms of the AGREEMENT shall prevail.
- (C) **Force Majeure.** Neither party shall be liable for any delay in performance under this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence, provided that notice of such force majeure is delivered in accordance with this Agreement within 15 days following such event.
- (D) **Compliance with Laws and Policy.** UTSA and THE CENTER each certify and represents that its conduct under this Agreement shall be in conformity with all applicable laws, rules, regulations, and ordinances. This includes compliance with Program Requirements outlined under Attachment C, incorporated herein.

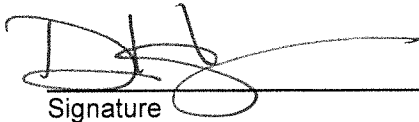
(E) Authority. Each of the Parties certifies and represents that this Agreement reflects its full and correct name, that it is fully authorized to enter into this Agreement, and that the person signing this document on its behalf is authorized to commit that Party to the obligations hereunder.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed by their authorized representative.

THE UNIVERSITY OF TEXAS AT  
SAN ANTONIO

SPARK SMALL BUSINESS CENTER

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Melinda T. Cotton  
Interim Associate Vice President, Office of Research  
The University of Texas at San Antonio

Dani Hensley  
President  
SPARK Small Business Center

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**ATTACHMENT A  
STATEMENT OF WORK  
for  
UTSA SBDC Satellite Office—New Braunfels**

**1. Purpose and Effect of the Program**

The purpose of this STATEMENT OF WORK under the Agreement to which it is attached, is to continue operating the UTSA SBDC Satellite Office—New Braunfels as a cooperative effort of the San Antonio Small Business Development Center operated by the Institute for Economic Development of The University of Texas at San Antonio, and Spark Small Business Center. UTSA and THE CENTER will contribute as described below toward such purpose.

**2. Responsibilities of the Parties:**

**a. University of Texas at San Antonio (UTSA SBDC)**

UTSA agrees that its SBDC will perform the following activities and provide the following resources to support the Program:

- (1) Employ Program Specialist to support operations of the SBDC Satellite Center in New Braunfels;
- (2) Provide UTSA benefits for Program Specialist;
- (3) UTSA will provide IT systems, servers, desktop/laptop computers, and software support of UTSA owned computers;
- (4) Copier and related equipment;
- (5) Provide ongoing coordination, direction and/or advice to Project Manager, an employee of the CENTER, and Program Specialist, a UTSA employee, relative to tasking, work schedules, functional responsibilities and the like for activities such as, but not limited to, the following:
  - a. One-on-one confidential business advising to existing and potential clients;
  - b. Training classes on small business issues for existing and potential business clients;
  - c. Approval of vacation and sick leave for the Program Specialist;
  - d. Soliciting periodic feedback from the Project Manager to assist in UTSA SBDC's probationary, midyear, and annual evaluations of the Program Specialist.
  - e. Attending periodic professional development, team-building, and educational sessions of either or both the Project Manager and Program Specialist.
  - f. Ensuring the Program Specialist is dedicated 100% to CENTER activities unless requested otherwise from time to time, if at all, by UTSA and approved by THE CENTER.
  - g. Additional deliverables as UTSA and THE CENTER may agree from time to time.

**b. Spark Small Business Center**

THE CENTER will perform the following activities and provide the following resources to support the Program:

- (1) The CENTER will employ and supervise the Project Manager to conduct approved activities at the SBDC Satellite Center in New Braunfels. It is agreed and understood that the Project Manager will continue to abide by the program requirements as outlined under Attachment C, Required Contract Addendum, of the Agreement.
- (2) Provide day-to-day supervision and direction of the Program Specialist through the Project Manager who will coordinate with UTSA SBDC on items 5.a-g. above.
- (3) Ms. Dani Hensley, President will be available to represent THE CENTER in discussions with UTSA concerning the Program;
- (4) Funding as stated in the Agreement;
- (5) Office space at 940 West San Antonio in New Braunfels to house the UTSA SBDC Satellite Office including the cost of utilities;
- (6) Facility and administrative support; such as, but not limited to, cleaning, security, supplies, etc.;
- (7) Support, such as, connectivity, internet & wireless service;
- (8) Access to phone system and other shared office equipment;

(9) Additional deliverables that UTSA and THE CENTER from time to time may agree upon.

**ATTACHMENT B  
Budget**

<b>BUDGET FOR FY 2025 (October 1, 2024 - September 30, 2025)</b>		
<b>UTSA SBDC Satellite Center for Comal and Guadalupe Counties</b>		
	<b>DESCRIPTION</b>	<b>BUDGET</b>
<b>A. PERSONNEL</b>		
	Program Specialist	\$ 45,100
	Cost of Living or Merit Increases (4%)	\$ 1,804
	Total Salaries and Wages	\$ 46,904
<b>B. FRINGE BENEFITS</b>		
	Total Fringe Benefits	\$ 16,545
<b>C. TRAVEL</b>		
	In-State:	
	Total Travel	\$ 500
<b>D. EQUIPMENT</b>		
	No additional equipment will be needed	\$ -
	Total Equipment	\$ -
<b>E. OTHER</b>		
		\$
	Professional activities & development	
	Professional development activities	\$ 600
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
<b>I. TOTAL UTSA DIRECT COSTS</b>		<b>\$ 64,549</b>
<b>J. TOTAL UTSA IN-DIRECT COSTS (10.0% of total modified direct costs of payments to UTSA)</b>		<b>\$ 6,455</b>
<b>TOTAL UTSA COSTS</b>		<b>\$ 71,004</b>



## ATTACHMENT C

### Program Requirements

This Attachment C provides further clarity and understanding in activities associated with the arrangement to advise and train small business owners and managers in dealing with financial, marketing, production, organizational, engineering, technical and other problems. Clients shall also be assisted in developing feasibility studies, business plans, cash flows, financial statements, etc. Advising assistance shall be provided at no cost to the client.

#### 1. PROGRAM ACTIVITIES

- a. Advising-All advising services are regulated by the current TXSW SBDC Advising Standard Operating Procedures, including but not limited to:
  - i. Management Information System: THE CENTER (Project Manager) and UTSA SBDC are responsible for reporting all advising activity Via SBA's Client Intake Form (SBA Form 641 Parts I, II, and III or its approved equivalent) and recording accurate data in the NeoSerra Management Information System (MIS).
- b. Training - All training is regulated by the current TXSW SBDC Training Standard Operating Procedures.
  - i. All training activity by THE CENTER (Project Manager) must be done in coordination with the Training Coordinator of UTSA SBDC and is subject to the current TXSW SBDC Standard Operating Procedures.

#### 2. BRAND COMPLIANCE

- a. All UTSA SBDC materials and online presence must follow the current TXSW Brand Guide including but not limited to logo usage, business cards, indoor and outdoor signage, banners, tablecloths, event flyers, newsletters, and logo shirts, if UTSA SBDC materials are used.

#### 3. FINANCIAL CONFLICT OF INTEREST (COI)

- a. THE CENTER (Project Manager) must follow the COI policy of UTSA and must follow all COI policies of the TXSW SBDC Network. THE CENTER (Project Manager) must furnish copies of signed COI form(s) to UTSA.
- b. Regardless of which policy is applied, all financial conflicts of interest identified by the THE CENTER (Project Manager) must be reported to UTSA within thirty (30) days of their identification.

#### 4. PROFESSIONAL DEVELOPMENT AND NEW EMPLOYEE ORIENTATION•

- a. THE CENTER (Project Manager) must attend the TXSW SBDC Network Orientation, and THE CENTER (Project Manager) agreement with UTSA must address professional development of THE CENTER (Project Manager).

5. CERTIFICATION

- a. THE CENTER (Project Manager) participating in UTSA SBDC activities must participate in the TXSW SBDC Network Certification Program, specifically Advisors and Training Professionals. All advisors must advance within the Certified Business Advisor (CBA) program.

6. ADVISING ADVANCE UNDERSTANDINGS

- a. Use of Outreach Systems' NeoSerra MIS with consistent entry of all performance and production metrics: All client impact must have corresponding Client Growth Assessment notations. The Center Director of the UTSA SBDC must verify the accuracy and monthly reconciliation of MIS entries to client-attributed impact, as well as training activity along with submission of such documentation to the Network office, ten (10) days after the end of the previous month.

7. THE CENTER (Project Manager) will adhere to TXSW SBDC Network Method of Operating Procedure (MOP), Standard Operating Procedure (SOP), AND Center Operating Procedure (COP) as it applies to advising, training, compliance, and quality control.