

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into and effective April 1, 2025 (the "Effective Date"), by and between East Texas A&M University, an agency of the State of Texas and a ETAMU of The Texas A&M University System ("ETAMU"), and Allen Independent School District ("Collaborator"). ETAMU and Collaborator are sometimes hereafter referred to as "Party" individually and as "Parties" collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to provide opportunities for Allen ISD students in the 3rd Quartile and above, as first- time full-time freshmen at East Texas A&M University.
- 1.3 ETAMU intends to extend a commitment to student access and success to higher education.
- 1.4 Allen ISD intends to promote ETAMU as a Distinguished Partner.

Article 2

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Responsibilities of Each Party
 - (a) Allen ISD agrees and promises to:
 - (1) Provide and have available a designated room to meet with students for the purposes of student recruitment and university programming.
 - (2) Allow special, tailored campus visits from university partners.
 - (3) Provide preferential placement for East Texas A&M recruiter during College Fair.
 - (4) Send communication from and on behalf of ETAMU, to students and families ranked in the 3rd Quartile and above.
 - (5) Display East Texas A&M University banners, pennants, and other marketing material.
 - (b) The University agrees and promises to:

- (1) Guarantee admission to students in the 3rd Quartile and above, or top 75% of the graduating class.
- (2) Scholarship Benefits
 - (A) \$4000 scholarship for students with a 3.5 or higher high school GPA. This is a one time scholarship for students entering as first-time full-time freshmen.
 - (B) \$2000 scholarship for students with a 3.0 or higher high school GPA. This is a one time scholarship for students entering as first-time full-time freshmen.
- (3) Honors College Preference
 - (A) Students with a minimum 3.0 high school GPA will be given preferential consideration for the Honors Undergraduate Fellowship Program. Students must meet all requirements.
- (4) Lion Ambassador Application Preference
 - (A) Allen High School students will receive preferential consideration for acceptance as a Lion Ambassador. Students must meet all requirements.
 - (B) Lion Camp Freshman Orientation
 - (C) ETAMU will reserve 5 spots in each Lion Camp session for students from Allen High School. Placement will be on first come first served basis.

2.3 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.

2.4 The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other Party.

- (a) “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party

discloses equivalent information to the Receiving Party.

- (b) The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives ("Representatives") having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives' compliance with such obligations.
 - (c) If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
 - (d) The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.
- 2.5 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.
- 2.6 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.7 This MOU commences on the Effective Date and continues through July 31, 2028 (the "Term"), unless sooner terminated as provided herein, renewing on a 1 year basis. Either Party may terminate this MOU effective upon thirty (30) days' written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.8 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.

- 2.9 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against ETAMU is to be in the county in which the principal office of ETAMU's governing officer is located.
- 2.10 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:
- (a) East Texas A&M University: Travis Ball, Chief Procurement Officer
2600 S. Neal St., Commerce Texas 75428
Travis.Ball@tamuc.edu
- (b) Collaborator: Dr. Robin Bullock
612 E. Bethany Dr., Allen Texas 75002
Robin.Bullock@allenisd.org
- 2.11 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.
- 2.12 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.13 This MOU is assignable only with the written consent of both Parties.
- 2.14 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.15 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.16 ETAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Collaborator expressly acknowledges that ETAMU is an agency of the

state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by ETAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.

- 2.17 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).

Each Party enters into this MOU as of the Effective Date.

East Texas A&M University

By: _____
Name: _____
Title: _____
Date: _____

Allen Independent School District

By: _____
Name: _____
Title: _____
Date: _____

