

Hanover Research

Services Agreement

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Order Form Information			
Date	December 3, 2025	Valid Until	December 19, 2025
Quotation #	Q-11722	Prepared By	Christopher Murphy

Bill-to Information		Contact Information	
Customer Name	Prairie View A&M University	Contact Name and Email	Michael McFrazier mlmcfrazier@pvamu.edu
Billing Contact Name and Email	Prairie View Accounts Payable payables@pvamu.edu	Address	1178 Reda Bland Evans St MS 1001, Prairie View, TX 77446 United States of America 77446

Quantity	Description	Start Date	End Date	Amount
1.00	Custom Research Membership	December 30, 2025	December 29, 2026	\$45,000.00
1.00	Custom Research Queue	December 30, 2025	December 29, 2026	\$0.00
1.00	HR Digital Subscription	December 30, 2025	December 29, 2026	\$0.00
25.00	HR Digital User License	December 30, 2025	December 29, 2026	\$0.00
	If you have any questions concerning this quotation, please contact: Christopher Murphy cmurphy@hanoverresearch.com (202) 257-4238			\$45,000.00
	Thank you for your business!			

Invoicing Schedule	
Payment Due Date	Amount
January 28, 2026	\$45,000.00

Amendment to Client Services Agreement

Date of Amendment: December 3, 2025

Reference is made to the Client Services Agreement between ("Client") and The Hanover Research Council LLC ("Hanover"), effective **December 30, 2024** the "Agreement" to which this amendment (the "Amendment") is attached and of which it is made a part, which Agreement is hereby amended and supplemented as follows:

1. Defined Terms

Capitalized terms used herein and not otherwise defined shall have the meaning as in the Agreement.

2. General

- (a) The Agreement together with this Amendment replaces and supersedes all other agreements, written or oral, with respect to its subject matter.
- (b) Except as expressly amended and supplemented hereby, the Agreement remains in full force and effect.
- (c) In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail solely with respect to subject matter covered by this Amendment.

3. Confirmation

Each person signing this Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Amendment.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover or Client's assets as a successor to the business.

Outside of the terms outlined in this agreement, all other partnership conditions outlined in the original Agreement, effective **December 30, 2024** shall remain the same. To formalize the Client's commitment to terms outlined above, please sign and return this Amendment. This Amendment may be executed and returned via email to **cmurphy@hanoverresearch.com**

STANDARD TERMS & CONDITIONS:

- 1. This order form is made effective this day and shall remain valid until **December 19, 2025** after which, if not accepted by the Client by signature below, it shall become null and void.
- 2. All prices are in US dollars.
- 3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
- 4. Failure to pay promptly will result in project postponement or suspension of service.
- 5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SPECIAL TERMS AND CONDITIONS:

This Order Form between The Hanover Research Council LLC ("Hanover Research") and Prairie View A&M University hereby incorporates by reference the terms and conditions included in **the TAMU MSA Master**

Order, # M25-02-20772.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

Client’s signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: <https://hanoverresearch.my.salesforce-sites.com/customerportal/>.

☒ Client will receive Deliverables through Hanover Digital.

Client Name	Robert Hall	Hanover Research	Hanover Research Council LLC
Client Signature	<i>Robert Hall</i>	Hanover Research Signature	<i>Michael Leshner</i>
Date Signed	1/14/2026 8:47 PM CST	Date Signed	1/14/2026 5:25 PM EST

Texas A&M University Contract #

M25-02-20772

**MASTER ORDER**

Texas A&M University ("Texas A&M")

Vendor:

Hanover Research
 4401 Wilson Blvd 4th Floor
 Arlington VA 22203
 Telephone: 804.363.4717
 Contact: Laura Bolling
 Contact E-mail: lbolling@hanoverresearch.com

Texas A&M Billing Information:

Texas A&M University
 Financial Management Operations
 Email: invoices@tamu.edu

The following information should be included on ALL invoices:

Texas A&M Contract Number: M25-02-20772
 Department Contact: (Individual who placed the order)
 Department Code: Various

This Master Order shall be effective as of July 2, 2025 and pertains to all goods and/or services covered by Texas A&M Contract #M25-02-20772.

1. Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, the terms and conditions as stated in solicitation TAMU-RFP-25-4776, and any addenda thereto. Together these documents collectively evidence and constitute Texas A&M Contract #M25-02-20772.

2. Delivery Information:

Texas A&M University
 Attn: Various
 CLM - Texas A&M University
 Various
 College Station, TX 77845
 Telephone: Various
 Email: Various

3. **Payment.** Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later.
4. **Term.** The term of this Master Order shall be from July 2, 2025 through July 1, 2030.
5. **Insurance.** Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required by this Master Order prior to performing work for Texas A&M
6. **Changes.** Any changes to this Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below. Texas A&M reserves the right to add or remove items on this Master Order at any time. Texas A&M shall seek a quote from Vendor to obtain pricing, then issue a change order with added or deleted items.
7. **Tax Exempt.** As an agency of the State of Texas, Texas A&M is exempt from all Federal Excise Taxes. Texas A&M is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M. Texas A&M will provide a tax exemption statement upon request.
8. The laws of the State of Texas shall govern this Master Order.

Patty Winkler, C.P.M.

Director, Procurement Services
 Purchasing Agent for Texas A&M University
 Telephone: +1 979-845-4556
 Email: p-winkler@tamu.edu

Detailed Specifications
Master Order# M25-02-20772
Professional Development Workshops & Seminars and Proposal Review & Development Services

This Master Order shall **NOT** be considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis and shall refer to this Master Order.

Summary

Pool of Vendors to provide professional development workshops & seminars and/or proposal review & development services on an as-needed basis for the university research community. Selected Vendors will provide one or more of the following services related to research proposal development

Scope of Work

Pool of Vendors to provide professional development workshops & seminars and/or proposal review & development services on an as-needed basis for the university research community. Selected Vendors will provide one or more of the following services related to research proposal development

- **Professional Development Workshops and Training:** Conduct professional development workshops, seminars, and training sessions for faculty and researchers on effective grant writing strategies, funding opportunities, agency-specific proposal requirements, or other related topics in research development.
- **Proposal Editing Services:** Provide substantive editing and copy editing for grant proposals to improve clarity, coherence, and competitiveness.
- **Proposal Review Services:** Offer expert reviews and feedback on grant proposals, including compliance checks to the solicitation requirements and strategic recommendations for improvement.
- **Graphics and Visual Assistance:** Develop high-quality visuals, graphics, and data presentations to enhance conceptualization and competitiveness of research proposals.
- **Specialized Proposal Review Services:** Provide discipline-specific expertise for reviewing proposals, particularly in scientific, engineering, and health-related fields.

Selected vendors will be placed into a pool of prequalified providers, allowing the university to engage them as needed. Contracts will be structured as indefinite delivery/indefinite quantity (IDIQ) agreements, with work orders issued based on specific project needs and negotiated deliverables timeframes. No minimum volume of work is guaranteed.

Shipment and Delivery

All deliveries must be F.O.B Destination, Freight Prepaid and Allowed to College Station, TX. The Vendor shall bear all costs and responsibility for delivering the goods to Texas A&M. No additional charges for shipping, handling, or fuel surcharges will be accepted.

Service and delivery are important to Texas A&M and shall be a consideration for award. All orders for products/service with no response within the specified lead time may be cancelled and purchased from another Vendor unless prior approval is given by Texas A&M.

Delivery must be completed Monday-Friday, 8:00 a.m. – 5:00 p.m. CST, excluding Texas A&M holidays, unless otherwise approved.

Quantities

This estimate is provided for informational purposes only and does not constitute a guarantee or commitment by Texas A&M.

Any unused quantities at the end of the Master Order term will be considered cancelled.

Orders will be placed at times and in quantities as requested by Texas A&M.

Termination

Texas A&M reserves the right to terminate the agreement, without penalty, due to non-performance.

Upon award, any order is subject to termination, without penalty, either in whole or in part if funds are not appropriated by the Texas Legislature or otherwise not made available to the using agency.

Texas A&M may terminate the agreement without cause upon thirty (30) days' prior written notice to Vendor.

In no event shall such termination by Texas A&M as provided for under this section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

Payment Terms and Invoicing

Payment terms shall be 100% Net 30 upon receipt and acceptance of the goods and/or services and an uncontested invoice.

Invoices must reflect the quoted prices and be addressed as specified for each order. Invoices that are inaccurate or do not include required supporting documentation may be returned for correction, which may result in delayed payment.

Additional Vendors

Texas A&M reserves the right to add additional Vendors to the pool of Vendors. Each additional Vendor will be required to complete an IFB and undergo approval by Texas A&M prior to being placed into the pool.

Insurance

The successful Vendor will be required per the indicated requirements (Attachment A – Insurance Requirements) to provide proof of insurance prior to beginning any work on the campus of Texas A&M. The Vendor will be held strictly liable for any damages to Texas A&M property occurring during any installation or performance of work.

Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M. Insurance coverage shall provide for a thirty-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M shall not relieve or decrease the liability of the Vendor. Unless otherwise specified, the Vendor shall provide and maintain, until the work included in this Invitation to Bid is completed and accepted by Texas A&M.

Certificates of Insurance must be submitted to:

Texas A&M University
Procurement Services
Attn: Patty Winkler
P.O. Box 30013
College Station, TX 77842-3013

Upon award, it shall be the responsibility of the successful Vendor to maintain a current COI with Texas A&M, Procurement Services for the duration of the Master Order.

HUB Subcontracting Plan

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the Master Order. The Vendor cannot change a subcontracting plan prior to its incorporation into the Master Order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

If a single engagement is valued at \$100,000 or more, a HUB Subcontracting Plan will be required to be submitted and approved before any work begins and/or the formal execution of the engagement letter. Procurement Services will collaborate with the selected vendor to ensure the proper completion of the required form. Additionally, the State of Texas HSP forms are available at the following link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

Texas A&M Point of Contact

HUB Coordinator: Shawna Kennedy

Phone – 979-845-3425

E-mail – shawna.kennedy@tamu.edu**Additional University System Parts/Higher Education Institutions**

It is requested that the awarded agreement be extended to any/all Texas State Agencies listed as Institutions of Higher Education as defined by section 61.003, Education Code, Government code section 2155.134 and any other public or State Entities or agencies. In the event an award is made, the individual agencies may or may not elect to use the agreement. <https://www.tamus.edu/>

Pricing

Item	Description	Qty	UOM	Discount / Price	Extension
1.	One Grants Project Queue	1	LOT	64,500.00	64,500.00
2.	Two Grants Project Queue	1	LOT	122,500.00	122,500.00
3.	Three Grants Project Queue	1	LOT	174,500.00	174,500.00
4.	<p>Grants Project Queues provide access to all of Hanover's grants services on a subscription basis within the confines of each sequential workflow queue, in that Hanover Research will perform up to one assignment at a time within each queue. For clients desiring more than one ongoing assignment there is the option to add additional Queues or Support Packages.</p> <p>The Grants Solutions within the Grants Project Queue can include the following activities:</p> <p>Capacity Development Funding Research Pre-Proposal Activities Proposal Support Proposal Development</p> <p>Grants Support Packages</p>				
5.	Proposal Revision, double wave	1	LOT	5,000.00	5,000.00
6.	Proposal Revision, single wave	1	LOT	3,500.00	3,500.00
7.	Grants Webinar, One (1) hour; 1 Topic	1	LOT	2,500.00	2,500.00
8.	Grants Webinar – Half Day; 3 Topics	1	LOT	7,000.00	7,000.00
9.	Grants Webinar – Full Day, 6 Topics	1	LOT	10,000.00	10,000.00

Item	Description	Qty	UOM	Discount / Price	Extension
10.	Onsite Training – One Day; 3 Topics	1	LOT	10,500.00	10,500.00
11.	Universal Token, can be used for prospecting, single wave revision or one-hour webinar	1	LOT	3,500.00	3,500.00
12.	<p>Minimum Contract Value for a standalone Grants Support Package</p> <p>**unless it is added to Grants Project Queue or Grant Academy. For the Grants Support Package, simultaneous assignments can be completed by Hanover if contract values cross the following thresholds:</p> <ul style="list-style-type: none"> • \$50,000 to \$99,999 – 2 simultaneous projects • \$100,000 to \$149,999 – 3 simultaneous projects • >\$150,000 – 4+ simultaneous projects (scaled with continued investment) 	1	LOT	50,000.00	50,000.00
	<p>Grant Academy</p> <p>Simultaneous assignments can be completed by Hanover if contract values cross the following thresholds</p> <ul style="list-style-type: none"> • Cohort of 8 – 2 simultaneous projects • Cohort of 12 – 3 simultaneous projects • Cohort of 16 – 4 simultaneous projects 				
13.	Cohort of 4	1	LOT	42,500.00	42,500.00
14.	Cohort of 8	1	LOT	75,000.00	75,000.00
15.	Cohort of 12	1	LOT	107,500.00	107,500.00
16.	Cohort of 16	1	LOT	134,500.00	134,500.00

Attachment A - Insurance Requirements

- A. Vendor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to **Texas A&M University (Texas A&M)**. By requiring such minimum insurance, **Texas A&M** shall not be deemed or construed to have assessed the risk that may be applicable to Vendor under this Agreement. Vendor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Vendor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to **Texas A&M** at least ten days before the effective date of the cancellation.

1. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000
Personal / Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

The required commercial general liability policy must be issued on a form that insures Vendor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

2. Automobile Liability \$1,000,000 or \$5,000,000

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 (or \$5,000,000 for bus charter companies) single limit of liability per accident for bodily injury and property damage.

3. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for **Texas A&M**. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- B. Commercial General Liability and Auto Liability policies must be endorsed to name **The Texas A&M University System Board of Regents ("Board of Regents")**, **The Texas A&M University System ("A&M System")** and **Texas A&M** as additional insureds up to the actual liability limits of the policies maintained by Vendor. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. If an Umbrella policy is required herein, then the Umbrella, at minimum, must follow form.

- C. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the **Board of Regents, A&M System** and **Texas A&M**.
- D. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to **Texas A&M** ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- E. Vendor shall deliver to **Texas A&M** evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Vendor under this Agreement. Vendor shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- F. Any deductible or self-insured retention must be declared to and approved by **Texas A&M** prior to the performance of any services by Vendor under this Agreement. Vendor shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. "Certificate Holder" portion of the Certificate of Insurance shall read as follows:

The Board of Regents for and on behalf of The Texas A&M
University System, The Texas A&M University System, and Texas A&M
ATTN: Procurement Services
PO Box 30013
1477 TAMU
College Station TX 77842-3013
- H. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to the following **Texas A&M** contact:

E-mail Address: insurecert@tamu.edu
- I. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by **Texas A&M** in writing.

Hanover Research

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
Phone: (202) 559-0057 Fax: (202) 204-5802

Services Agreement

Order Form Information			
Date	December 18, 2024	Valid Until	December 20, 2024
Quotation #	Q-09517	Prepared By	Christopher Murphy

Bill-to Information		Contact Information	
Customer Name	Prairie View A & M University	Contact Name and Email	Michael McFrazier mlmcfrazier@pvamu.edu
Billing Contact Name and Email	Michael McFrazier mlmcfrazier@pvamu.edu	Address	1178 Reda Bland Evans St MS 1023, Prairie View, TX 77446 United States of America 77446

Quantity	Description	Attributes	Start Date	End Date	Amount
1.00	Custom Research Queue		December 18, 2024	December 17, 2025	\$47,500.00
	If you have any questions concerning this quotation, please contact: Christopher Murphy cmurphy@hanoverresearch.com (202) 257-4238				\$47,500.00
	Thank you for your business!				

Invoicing Schedule	
Payment Due Date	Amount
December 14, 2024	\$47,500.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **December 1, 2024** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC (“Hanover Research”) and **Prairie View A & M University** hereby incorporates by reference the following terms and conditions (“Client Services Terms – Higher Ed”) that are available for review by Client online at: [\(http://www.hanoverresearch.com/client-services-terms-conditions-HigherEd/\)](http://www.hanoverresearch.com/client-services-terms-conditions-HigherEd/) (collectively with any applicable Order Forms, the “Agreement”). Client’s signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: <https://hanoverresearch.secure.force.com/customerportal/>.

☒ Client will receive Deliverables through Hanover Digital.

Client Name	Prairie View A & M University	Hanover Research	Hanover Research Council LLC
Client Signature	Robert Hall	Hanover Research Signature	Signed by: Laura Bolling FF2B6DC2C502486...
Date Signed	12/19/2024 10:54 AM CST	Date Signed	12/18/2024 2:08:25 PM PST

Client Services Terms – HIGHER EDUCATION

The Hanover Research Council LLC (“Hanover Research”) is pleased to provide its client (“Client”) who has executed a Client Services Order Form (“Order Form”) the Research Services (as defined below) in accordance with the following terms and conditions (“Client Services Terms”). The following Client Services Terms shall be incorporated by reference into the Order Form in their entirety and deemed accepted and agreed to by Client upon signature of the Order Form (together with these Client Services Terms, the “Agreement”).

1. Effective Dates

These Client Services Terms shall be effective from the Start Date to the End Date as set forth in the Order Form (the “Term”).

2. Term

During the Term set forth in the Order Form, Client will be able to access the Research Services provided by Hanover Research and as defined below (the “Research Services”) in accordance with the terms and conditions set forth herein. Client will have the authority to request Research Services on any topic throughout the Term within the confines of the number of sequential queue(s) specified in the Order Form, i.e., Hanover Research will work on one (1) Research Services project at a time in each queue. Either party may terminate the Agreement should the other party materially breach the terms and conditions of the Agreement, and such breach goes uncured for a period of thirty (30) or more days after the non-breaching party has notified the breaching party in writing. Except as may otherwise be set forth in the Order Form or these Client Services Terms, Client understands and agrees that the Agreement may not be terminated during the Term.

3. Research Services

Research Services are available to Client on a subscription basis. Hanover Research will perform up to one (1) Research Services project at a time within each sequential queue, as specified in the Order Form. Client shall, in its discretion, prioritize the research projects that form the basis of the Research Services as it deems appropriate. Although work is completed in a sequential fashion, Client may submit requests at any time. Individual Research Services projects will generally be commenced by the submission of a project request that will describe the project, the expected Deliverables (as defined below), any information or materials to be provided to Hanover Research by Client and any other information which may be relevant to the proposed project. The parties will negotiate in good faith to agree upon the proposed Deliverables, approach and timetable for the project, subject to assumptions regarding the availability of information and any third party participants and materials. If Hanover Research anticipates that it will not be able to provide the Research Services on the agreed upon schedule, Hanover Research shall keep Client regularly informed of the status of the Research Services and any substantial delay in delivery or any proposed revised schedule of delivery. Hanover Research will not be responsible for any delay in timelines due to (i) Client’s modification of a project’s goals, scope or proposed Deliverables, (ii) Client’s delay in providing relevant information, materials or responses or (iii) in the provision of any third party materials with respect to the Research Services.

Research Services under the queue shall mean the following research services: custom research reports; survey design, administration and analysis; secondary research; data analysis; in-depth interviews; and benchmarking (product/service comparison, key performance and efficiency metrics). Deliverables will be provided in PowerPoint, PDF, Word, Excel, or dashboard formats.

Client also has access to consultations with a Hanover Research account team member. Client agrees to designate a primary point of contact who will, to the best of his/her ability, conduct periodic calls with the assigned Hanover Research account team member to review performance against our shared objectives, prioritize projects within the queue, and discuss current and future projects.

If agreed in the Order Form, Research Services may also include:

Research Library. The Research Services may include Client's access to Hanover Research's education research library (the "Research Library") on Hanover Research's client portal (the "Client Portal" or "Hanover Digital"). The Research Library uses Hanover Research's extensive research capabilities to provide an archive of redacted and/or anonymized reports to supplement the research commissioned by Client as well to assist in idea generation for new research. Client understands and agrees that any reports provided by Hanover Research to Client under the Agreement may be used by Hanover Research for distribution through the Research Library, so long as Hanover Research appropriately deidentifies and/or anonymizes any Confidential Information of Client. Client also hereby explicitly agrees that any materials in the Research Library may not be distributed, reproduced or published without Hanover Research's prior written consent.

Focus Groups. If Client has selected Focus Groups in the Order Form, Focus Groups explore the shared experiences, attitudes, or processes of a homogenous group. Unless otherwise stated in the Order Form or as may be mutually agreed in writing by the parties, all Focus Group projects will be administered on site for 1-2 days and will consist of up to 3 groups per day with up to 15 participants per group engaged for 60-90 minutes. Focus Groups shall address a single topic or issue across each group. Focus Groups shall include the travel, recruitment, transcription, coding, analysis, and final Deliverables. Client will be responsible for any incentives and these costs will be detailed in advance as Additional Services and must be agreed upon in writing. Additional fees may apply if there are additional days, groups, translations, or topics involved.

Advisory Services. If Client has elected to take Advisory Services in the Order Form, access to may include the following: virtual capacity-building support in the form of consultations, workshops, presentations, and planning sessions. Planning sessions will include outlining current information available and reviewing the goals of any workshop and presentation, the audience involved, and additional context that may influence the development and delivery of the session. The substance and timing of consultations or workshops will be agreed on by both parties in advance. Client may also receive 1 onsite visit or workshop based on the membership selected, as indicated on the Order Form, and further details will be agreed upon in writing by both parties at least 30 days in advance. Additional fees may apply for additional hours or visits.

4. Intellectual Property Rights

Hanover Research acknowledges and agrees that Client owns the deliverables provided to Client as part of the Research Services performed for Client under the Agreement (the "Deliverables"), except as may otherwise be set forth in this Section 4. Hanover Research Deliverables may consist of publications, surveys, data, reports, and other Hanover Research information and services that are custom commissioned by and for Client. In order for Hanover Research to provide to Client additional insight into Client's industry and to provide certain syndicated materials ("Syndicated Materials"), Hanover Research retains a non-exclusive, royalty-free, worldwide license to use, reproduce, and distribute the data or information contained within the Deliverables created or developed by Hanover Research in the service of the Agreement and Hanover Research shall own any derivative works therefrom, so long as Hanover Research does not repurpose or use any Confidential Information of Client without appropriate anonymization or deidentification. Client acknowledges and agrees that Hanover Research owns all intellectual property rights in the methodologies, processes or trade secrets used by Hanover Research to create the Deliverables and Research Services ("Hanover Research IP"). Hanover Research grants Client a non-exclusive, royalty-free, worldwide, irrevocable, non-transferable license to use, reproduce, and distribute the Hanover Research IP for its internal business purposes solely to the extent and in the form in which it is contained within the Deliverables. Client may not modify, reverse engineer or use the Hanover Research IP in any way to provide services that would be in competition with the Research Services. Notwithstanding the foregoing, all materials, rights, data and intellectual property owned by third parties which are incorporated into the Deliverables shall remain the sole and exclusive property of such third

parties, and Client agrees to use such third party materials consistent with the applicable third party license terms. In the case of publicly sourced data or information contained in the Deliverables, Client acknowledges that any ownership of such data and information shall be retained by the source of the data or information, and Client shall use such data or information in accordance with applicable law, including fair use under section 107 of the Copyright Act. Hanover Research or its third party provider may transfer or sublicense to Client usage rights. Certain types of sensitive personal data may be subject to additional usage restrictions as conveyed by Hanover Research or such third party provider to Client, and Client agrees to comply with any such restrictions of which it has been notified. Client may distribute the Deliverables on an ad-hoc basis, including but not limited to any form of online distribution, so long as it is in compliance with the Agreement and so long as such Deliverables are unmodified and attributed to Hanover Research. Client may not modify any of the disclaimer language included in any Deliverables, and Client agrees not to resell the Deliverables in any way.

If Client's partnership with Hanover Research includes Syndicated Materials provided by Hanover Research (including any Syndicated Materials from Hanover Digital), Client acknowledges that Hanover Research owns all right, title, and interest in any such Syndicated Materials, and agrees that it will not reproduce, publish or distribute the Syndicated Materials and that such Syndicated Materials are for its internal use only. Syndicated Materials may not be published or reproduced without Hanover Research's prior written consent.

5. Service Fees, Invoicing & Additional Services

The fee(s) payable by Client for the Term is set forth in the Order Form (the "Service Fee"). Client agrees to pay Hanover Research the Service Fee net 30 days from receipt of an accurate invoice, except as may otherwise be stated in the Order Form. The Service Fee will be invoiced upon execution of the Order Form or as may otherwise be set forth in accordance with the invoicing schedule set forth in the Order Form. Failure to pay promptly may result in project postponement. Client will be responsible for all costs and expenses incurred by Hanover Research in collecting any fees or other sums owed by Client, including any reasonable attorney's fees.

The Order Form and these Client Services Terms serve as Client's sole ordering documentation, except as may otherwise be set forth in the Order Form. If Client requires a Purchase Order ("PO") to this Agreement, Client shall enter the PO number into the Order Form. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO or any other document provided by Client shall be inapplicable and of no force or effect.

In furtherance of the Research Services, Client may purchase access to an onsite visit by Hanover Research ("Onsite") at the additional cost as set forth in the Order Form, included in the invoice and payable in addition to the Service Fee. An Onsite will consist of one to two (1-2) Hanover Research representatives spending up to one (1) business day at Client's site, and must be scheduled with Hanover Research at least thirty (30) days in advance.

Client understands and agrees that there may from time to time be incidental fees not included in the Service Fee set forth above for additional services ("Additional Services"). Such Additional Services may include panel fees, survey incentives, purchased database access, translation fees, infographic development fees, mass mailings expenses, etc. In the event such Additional Services are required to complete a project for Client, Hanover Research will discuss the details with Client and obtain written approval from Client prior to engaging in those Additional Services. Once such Additional Services have been engaged by Hanover Research, Client agrees to pay for all such Additional Services to either Hanover Research or directly to such third party vendor if requested. If Additional Services are estimated to exceed \$10,000, Client shall either (1) contract directly with the third party vendor(s) for such Additional Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such approved estimated fees for the Additional Services.

prior to the project kick-off. Email consent shall suffice and no additional Order Form shall be required for the engagement of Additional Services.

All Service Fees and other amounts payable by Client under the Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on Hanover Research's income.

6. Warranties; Liabilities

Hanover Research hereby represents, warrants and covenants that the Research Services shall be performed in a competent and professional manner in accordance with industry standards by qualified personnel. Hanover Research agrees to indemnify and hold Client harmless against any and all claims that the Deliverables infringe the intellectual property right of a third party, provided that the relevant claim: (i) does not arise from any modification of the Deliverable, (ii) does not arise from the combination of the Deliverable with any other information, services, products or technology not supplied by Hanover Research, (iii) if the relevant claim is based on the content or materials contained in the Deliverables that are provided by a third party, then only to the extent that such third party has agreed to indemnify Hanover Research and its licensees. Client must provide prompt notice of such claim to Hanover Research. Client hereby represents, warrants and covenants that it has and will continue to maintain all necessary authority and consent under applicable laws (including privacy laws) to enable Hanover Research to conduct the Research Services on its behalf, including any collection, use, disclosure and storage in the United States of personal information in connection therewith, and shall ensure that any consent form used in connection with the Research Services complies with Client's obligations under such laws. Client hereby understands and agrees that personal information will be stored on servers maintained by Hanover Research or its authorized service providers in the United States, and Client shall ensure that it has all necessary authority and consent as required under applicable laws to transfer such personal information to Hanover Research. Client agrees to indemnify and hold Hanover Research harmless against any and all claims arising from or in any way attributable to Client's breach of its representations, warranties and covenants hereunder and all claims that any data or materials provided by Client were not collected or transferred in accordance with applicable anti-spam or privacy regulations, or infringe the intellectual property or privacy rights of a third party, provided that Hanover Research provides prompt notice of such claim to Client. EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, THE RESEARCH SERVICES AND DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN PARTICULAR, HANOVER RESEARCH DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE DATA PROVIDED AS PART OF THE DELIVERABLES OR THE RESEARCH SERVICES. CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY MATERIAL BREACH OF PERFORMANCE UNDER THIS AGREEMENT SHALL BE, AT HANOVER RESEARCH'S OPTION EITHER: (1) RE-PERFORMANCE OF THE DEFECTIVE DELIVERABLES OR (2) A REFUND OF MONIES PAID FOR THE DEFECTIVE DELIVERABLES. IN NO EVENT SHALL EITHER PARTY, ITS AFFILIATES, SUBSIDIARIES, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, ANY OF ITS AFFILIATES, SUBSIDIARIES OR ANY OTHER THIRD PARTY FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, EVEN IF THAT PARTY IS NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT WHETHER UNDER CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OR (II) DAMAGES UNDER THIS AGREEMENT IN EXCESS OF THE CURRENT YEAR'S SERVICE FEES PAYABLE TO HANOVER RESEARCH HEREUNDER.

7. Confidentiality & Non-Disclosure

The parties acknowledge and agree that as part of the Agreement, certain Confidential Information of the

parties will be exchanged. "Confidential Information" means, with respect to the disclosing party, any non-public, commercially proprietary or sensitive information or materials of that party, including any proprietary intellectual property of that party. Confidential Information shall not include information which (i) is already in the public domain at the time of disclosure or becomes so at any time thereafter through no act of the receiving party, (ii) is already lawfully in the receiving party's possession at the time of disclosure, (iii) is received independently by the receiving party from a third party free to make such disclosure, or (iv) is independently developed by the receiving party. Each party under the Agreement shall hold the Confidential Information of the other party in strict confidence using at least the same degree of care as the receiving party uses to protect its own Confidential Information. Client agrees that Hanover Research may collect aggregated statistical data regarding Client's use of the Research Services and provide such aggregated statistical data to third parties.

Upon written request by the disclosing party, the receiving party shall return or destroy, at the disclosing party's option, all tangible materials that disclose or embody the Confidential Information; provided, however, that the receiving party may retain one copy of the disclosing party's Confidential Information for archival purposes.

Notwithstanding the foregoing, the receiving party may disclose Confidential Information as required by law, including any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the receiving party makes reasonable efforts to promptly notify the disclosing party in writing of such demand so that the disclosing party may seek, at its sole expense, to make such disclosure subject to a protective order or other appropriate remedy to preserve its confidentiality.

8. Personal Information and Privacy

This section applies to the transfer and use of personal information. This section 8 does not apply to the collection, use, retention, sale, or disclosure of personal information that is deidentified, anonymized or aggregate personal information.

(A) Student Data Privacy. To the extent that Client provides personal information of students or student educational records ("Student Data") to Hanover Research, this Section 8(A) shall apply. Client acknowledges that any personal information supplied to Hanover Research is accurate to the fullest extent possible and that Hanover Research relies upon the accuracy of the information supplied by Client. Client warrants that the collection, processing, use, sharing, and storage of any information provided to Hanover Research or collected or provided by Hanover Research regarding children under 18 years old complies with all applicable international, federal, and state laws regarding minor and student privacy, including but not limited to any restrictions on the use of personal information for all purposes set forth in this Agreement.

Hanover Research operates in compliance with the Children's Online Privacy Protection Act ("COPPA"). Subject to the options selected by Client, students under the age of 13 may be asked to submit personal information. Any such information is used only for Client's school purposes, and Hanover Research relies upon Client to obtain verifiable parental consent when required by law.

FERPA. If Hanover Research has access to Personally Identifiable Information ("PII") as it is defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), Client and Hanover agree to comply with all requirements imposed by FERPA or pursuant to regulations of the Department of Education. Hanover Research recognizes and agrees that such access to PII will be extended by Client in reliance on representations made in this assurance, and that Client shall have a right of revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by Hanover Research.

Any collection, disclosure, or use of information collected from students is for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or their educational institutions. In the event Client is subject to the provisions of FERPA, Client appoints Hanover Research as a "school official" with a "legitimate educational interest" as these terms are used in FERPA and are interpreted by the Family Policy Compliance Office. Through the services described in this Agreement, Hanover Research is performing an institutional service or function for which Client would otherwise use its employees. Hanover Research acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that any PII obtained from Client will remain under the direct control of Client and will not be disclosed to third parties, except as expressly provided for in FERPA.

Hanover Research uses all data at the direction of Client, and since FERPA requires that Hanover Research remain under the direct control of Client with respect to our use and maintenance of PII, if a parent or student contacts Hanover Research directly to review any of the student PII held by the Hanover Research pursuant to the Agreement, Hanover Research will promptly notify Client and refer the parent or student to the Client to facilitate their request. Hanover Research relies upon Client's compliance with all Protection of Pupil Rights Amendment ("PPRA") notice and inspection requirements and agrees to immediately notify Hanover Research of any parental or student requests to opt out or review relevant materials.

(B) Other Personal Information. To the extent that Client provides other types of personal information to Hanover Research that is not Student Data and is provided to Hanover Research for the purposes of providing Research Services to Client under this Agreement, this Section 8(B) shall apply. Such personally identifiable information may be subject to certain U.S. data protection and privacy laws such as the California Consumer Privacy Act ("CCPA"), Virginia Consumer Data Protection Act, the Colorado Privacy Act, the Utah Consumer Privacy Act, and the Connecticut Data Privacy Act, as may be amended from time to time, and any accompanying regulations under the statutes (collectively, "Applicable Privacy Laws."). For the avoidance of doubt, any terms used in this section are as defined by the Applicable Privacy Laws. This section does not apply to the collection, use, retention, sale or disclosure of information that is deidentified, anonymized, or aggregated and not subject to Applicable Privacy Laws.

The parties agree that for the purposes of any services provided under this Agreement that involve the collection, processing, storage, or disclosure of personal information that is subject to Applicable Privacy Laws other than FERPA, Hanover Research is a "service provider", as defined by the CCPA and accompanying regulations, and that Hanover Research is a "processor" for the purposes of other state data protection and privacy laws such as the Virginia Consumer Data Protection Act, the Colorado Privacy Act, Utah Consumer Privacy Act, and Connecticut Data Privacy Act.

Hanover Research agrees that it is prohibited from retaining, using, or disclosing personal information that it receives from Client for any purpose other than for the purpose of performing the services specified in this Agreement, any order form, or any Statement of Work, or as otherwise permitted by Applicable Privacy Laws.

Hanover Research understands that it is prohibited from selling or sharing personally identifiable information that it receives from, or on behalf of, Client. Hanover Research further understands that it is prohibited from retaining, using, or disclosing the personally identifiable information outside of the direct business relationship between Hanover Research and Client. Hanover Research will delete or return all personally identifiable information to the Client as requested at the end of the provision of services, unless retention of the personally identifiable information is required by law.

Hanover Research further agrees that it is prohibited from combining the personally identifiable information that Hanover Research receives from, or on behalf of, Client with personally identifiable information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, subject to any exceptions provided under the Applicable Privacy Laws. This prohibition does not

restrict Hanover Research's ability to collect information from consumers to provide Research Services to Client, or for any other business purposes.

Hanover Research grants Client rights to take reasonable and appropriate steps to help ensure that Hanover Research uses the personally identifiable information transferred in a manner consistent with Client's obligations under the Applicable Privacy Laws, and to stop and remediate unauthorized use of personally identifiable information. Hanover Research will reasonably make available to the Client all information in its possession necessary to demonstrate Hanover Research's compliance with the obligations under Applicable Privacy Laws.

Hanover Research agrees that it will notify Client if it determines that it can no longer meet its obligations under the Applicable Privacy Laws. Hanover Research agrees that if it engages any other person or company to assist it in processing personally identifiable information for a business purpose on behalf of Client, it will notify Client of that engagement, and that engagement shall be subject to a written agreement that requires the person or company to comply with all requirements set forth in this section.

Hanover Research exercises care in providing secure storage of personal information. Hanover Research implements, maintains, and updates, as appropriate, its security policies, procedures and practices in order to protect such information from unauthorized access, use, modification, or disclosure. More information about Hanover Research's privacy policy and information security program can be found here: <https://www.hanoverresearch.com/privacy-policy/>.

9. Records and Audit

Hanover Research will maintain complete records of its operations and its arrangements with any subcontractors for Additional Services, and will provide copies of such relevant records to Client upon reasonable prior request for an audit during normal business hours, in accordance with applicable law. Such audits shall be conducted no more frequently than annually.

10. Affiliates

Client understands and agrees that the Research Services and Deliverables are unique to Client and may not be shared with any affiliate of Client or other related party without a separately executed Order Form incorporating the terms and conditions of this Agreement between Hanover Research and any such affiliate.

11. Independent Contractor

The parties hereto are independent contractors and neither party is nor shall be deemed to be an employee, principal, agent, partner or joint venturer of the other. Neither party shall have the right to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Force Majeure

Neither party shall be liable for failure to perform any of its respective obligations hereunder if such failure is caused by events outside its reasonable control, including, without limitation, acts of God, war, acts of terrorism or natural disasters. The delayed party shall (a) notify the other party immediately and in detail of the commencement and nature of such event and the probable consequences thereof and (b) use commercially reasonable efforts to recommence performance as soon as reasonably possible.

13. Governing Law

Unless otherwise stated in the Order Form, the Agreement, including these Client Services Terms shall be governed by the laws of the District of Columbia, as to its validity, interpretation and enforcement, and

exclusive jurisdiction for any disputes under this Agreement will lie in the courts of the District of Columbia.

14. Confirmation

Each person executing the Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver the Order Form, including these Client Services Terms.

Both parties understand and agree that the contractual obligations of payment and services being rendered shall apply to any entity that acquires all or substantially all of either Hanover Research or Client's assets as a successor to the business.

YOUR SIGNATURE OF THE ORDER FORM SIGNIFIES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THIS AGREEMENT AND YOUR AGREEMENT THAT YOU AND YOUR ORGANIZATION ARE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THESE CLIENT SERVICES TERMS AND ANY ORDER FORMS INCORPORATED BY REFERENCE.

Contact Us

Hanover Research

info@hanoverresearch.com

Effective Date: November 5, 2024

PRAIRIE VIEW A&M UNIVERSITY VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Client Services Terms – HIGHER EDUCATION** (“Agreement”) between **Prairie View A&M University**, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“UNIVERSITY”), and **HANOVER RESEARCH COUNCIL LLC THE**, a (“PROVIDER”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. UNIVERSITY and PROVIDER may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

Prompt Pay. UNIVERSITY’s payment shall be made in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor’s Office. PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

Reference Page #9 Section: Records and Audit of Vendor’s document

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

Loss of Funding. Performance by UNIVERSITY under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, UNIVERSITY will issue written notice to PROVIDER and UNIVERSITY may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of UNIVERSITY. In the event of a termination or cancellation under this Section, UNIVERSITY will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.

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Public Information. PROVIDER acknowledges that UNIVERSITY is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon UNIVERSITY's written request, and at no cost to UNIVERSITY, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of UNIVERSITY to UNIVERSITY in a non-proprietary format acceptable to UNIVERSITY that is accessible by the public. PROVIDER acknowledges that UNIVERSITY may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of UNIVERSITY, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives UNIVERSITY's sovereign immunity to suit or liability, and UNIVERSITY has not waived its right to seek redress in the courts.

Electronic and Information Resources. PROVIDER represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to UNIVERSITY under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If PROVIDER becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, PROVIDER shall, at no cost to UNIVERSITY, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that PROVIDER fails or is unable to do so, UNIVERSITY may immediately terminate this Agreement, and PROVIDER will refund to UNIVERSITY all amounts paid by UNIVERSITY under this Agreement within thirty (30) days following the effective date of termination.

Reference Page # 7-8 Section: Personal Information and Privacy of Vendor's document

Access to Agency Data. Pursuant to Section 2054.138, Texas Government Code, PROVIDER shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of UNIVERSITY's data. PROVIDER

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shall periodically provide UNIVERSITY with evidence of its compliance with the Security Controls within thirty (30) days of UNIVERSITY's request.

Reference Page # 7-8 Section: Personal Information and Privacy of Vendor's document

Data Privacy. PROVIDER shall hold UNIVERSITY's data in confidence. PROVIDER shall only use or disclose UNIVERSITY's data for the purpose of fulfilling PROVIDER's obligations under this Agreement, as required by law, or as otherwise authorized in writing by UNIVERSITY. PROVIDER shall restrict disclosure of the UNIVERSITY's data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the UNIVERSITY's data in order for PROVIDER to perform its obligations under this Agreement. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Agreement.

PROVIDER shall, within two (2) business days of discovery, report to UNIVERSITY any use or disclosure of UNIVERSITY's data not authorized by this Agreement or in writing by UNIVERSITY. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the UNIVERSITY data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by UNIVERSITY.

PROVIDER must promptly notify UNIVERSITY of any legal request for UNIVERSITY's data from a third party and take (and assist UNIVERSITY in taking) appropriate steps not to disclose such UNIVERSITY data.

Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by UNIVERSITY, shall return all UNIVERSITY data to UNIVERSITY in its possession (or in the possession of any of its subcontractors or agents) or delete all such UNIVERSITY data if return is not feasible. PROVIDER shall provide UNIVERSITY with at least ten (10) days' written notice of PROVIDER's intent to delete such UNIVERSITY data, and shall confirm such deletion in writing.

Reference Page # 7-8 Section: Personal Information and Privacy of Vendor's document

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

Export Controls.

Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities

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under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

FERPA. For purposes of the Family Educational Rights and Privacy Act (“FERPA”), UNIVERSITY hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or UNIVERSITY in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Reference Page # 7-8 Section: Personal Information and Privacy of Vendor’s document

Insurance. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof

Termination. UNIVERSITY may terminate this Agreement for no cause on thirty (30) days’ written notice to PROVIDER. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against UNIVERSITY under this Agreement.

Reference Page # 3 Section: Term of Vendor’s document

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by PROVIDER for reason not attributable to UNIVERSITY or if canceled and/or terminated by UNIVERSITY for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse UNIVERSITY for all advance payments paid by UNIVERSITY to PROVIDER that were (a) not earned by PROVIDER prior to cancellation and/or termination, or (b) for goods or services that the UNIVERSITY did not receive from PROVIDER prior to cancellation and/or termination.

Franchise Tax Certification. If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor,

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partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that pursuant to Subchapter F, Chapter 2252, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prior Employment. PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits UNIVERSITY from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of UNIVERSITY that was employed by UNIVERSITY during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of UNIVERSITY or the A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.

Not Eligible for Rehire. PROVIDER is responsible for ensuring that its employees involved in any work being performed for UNIVERSITY under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event UNIVERSITY becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, UNIVERSITY will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by UNIVERSITY.

Use of Name. 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.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint

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venture relationship is created by this Agreement or by PROVIDER's service to UNIVERSITY. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of UNIVERSITY or the A&M System.

Reference Page #9 Section: Independent Contractor of Vendor's document

Non-Assignment. PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of UNIVERSITY.

Representations & Warranties. If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Reference Page #9 Section: Force Majeure of Vendor's document

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be 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. UNIVERSITY and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

UNIVERSITY: Prairie View A&M University
P.O. Box 519, Mail Stop 1311
Attention: Contracts Office
Phone: 936-261-1902
Email: contracts@pvamu.edu

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PROVIDER: **HANOVER RESEARCH COUNCIL LLC THE**
 4401 Wilson Blvd.
 Arlington, VA 22203
 Attention: Laura Bolling
 Phone: 804.363.4717
 Email: lbolling@hanoverresearch.com

Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against UNIVERSITY is to be in the county in which the principal office of UNIVERSITY's governing officer is located.

Reference Page # 9-10 Section: Governing Law of Vendor's document

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of UNIVERSITY to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on UNIVERSITY's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on UNIVERSITY except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by UNIVERSITY nor any other conduct, action, or inaction of any representative of UNIVERSITY relating to this Agreement constitutes or is intended to constitute a waiver of UNIVERSITY's or the state's sovereign immunity.

Reference Page #6 Section: Warranties; Liabilities of Vendor's document

Reference Page #5 Section: Service fees, Invoicing & Additional Services of Vendor's document

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

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Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

HANOVER RESEARCH COUNCIL
LLC

By: Robert Hall

Signed by:
By: Laura Bolling
FF2BCDC2C502486...

Name: Robert Hall

Name: Laura Bolling

Title: Director, Procurement and Contract Admin

Title: Managing Director

Date: 12/19/2024 | 10:54 AM CST

Date: 12/18/2024 | 2:34:33 PM PST