



**FINANCIAL AID SERVICES, LLC  
SERVICING AGREEMENT**

THIS AGREEMENT is entered into as of the last day all parties have signed between Financial Aid Services, LLC ("Financial Aid Services"), a Delaware limited liability company, and Prairie View A&M University, a member of The Texas A&M University System ("PVAMU"), for the purpose of setting forth the terms and conditions by which Financial Aid Services may provide certain financial aid services to the PVAMU. PVAMU qualifies as an "eligible institution" under the Act (as hereinafter defined) and is prepared to engage in the transactions contemplated by this Agreement.

ARTICLE I DEFINITIONS AND INTERPRETATION

A. As used herein the following words shall have the meanings respectively indicated:

"Act" means Title IV the Higher Education Act of 1965 (20 U.S.C. ` 1070a, et seq.), as amended, or any successor enactment thereto, the effective regulations promulgated thereunder, and any binding directives issued by the U.S. Department of Education.

ARTICLE II TERMS

By this Agreement:

- A. PVAMU agrees to complete the activities set forth in Appendix A to this Agreement. If Financial Aid Services is required to correct deficiencies or complete any activities to be completed by the PVAMU as set forth in Appendix A, PVAMU shall pay for such work at a fee agreed upon in advance by the parties. If parties cannot agree upon a fee, this Agreement is terminated.
- B. PVAMU agrees to compensate Financial Aid Services according to the schedule set forth in Appendix B to this Agreement.
- C. PVAMU agrees to comply with the Act.
- D. In the event PVAMU fails to timely furnish records to Financial Aid Services, Financial Aid Services will use its best efforts to reschedule and process the PVAMU's data as promptly as possible, but the PVAMU agrees that any time schedule may be extended for so long as necessary and any loss or consequential damages due to such extension of time will be borne by the PVAMU, with Financial Aid Services being held harmless for any and all such damages.
- E. PVAMU agrees to notify the U.S. Department of Education within 10 calendar days of –

- a. The effective date of this Agreement or the date of significant modification of this Agreement;
- b. The PVAMU or Financial Aid Services terminating this Agreement; or
- c. Financial Aid Services not providing services under this Agreement; going out of business, or filing a petition under the Bankruptcy Code.

- F. Financial Aid Services agrees to complete the activities set forth in Appendix A to this Agreement.
- G. Financial Aid Services agrees that all student financial aid records shall remain the property of the PVAMU .
- H. Financial Aid Services shall use due care in processing PVAMU 's work and in performing the services contracted for, and Financial Aid Services shall be responsible only to the extent of correcting any errors which are due to Financial Aid Services' lack of due care. If Financial Aid Services is required to appear in, or is made a defendant in, any legal action with respect to the services, To the extent permitted by the laws and constitution of the State of Texas , PVAMU shall indemnify and hold Financial Aid Services harmless from loss, liability and expense, except for loss or damage arising out of Financial Aid Services' lack of due care. In any event, Financial Aid Services' liability with respect to this Agreement and the services to be performed shall be limited to actual money damages in an amount not to exceed the total amount paid by PVAMU to Financial Aid Services for services associated with the award cycle during which the incident causing the damages occurred. PVAMU agrees that the foregoing shall constitute its exclusive remedy and that Financial Aid Services shall not be liable for special, consequential or exemplary damages. Moreover, if Financial Aid Services is assessed under Article II, paragraph H(3) of this Agreement, PVAMU shall pay to Financial Aid Services the amount assessed Financial Aid Services that exceeds the total amount paid by PVAMU to Financial Aid Services for services associated with the award cycle during which the incident causing the assessment occurred. No action, regardless of form, arising out of the services under this Agreement may be brought by either party more than two (2) years after the cause of this action has accrued, except that an action for non-payment may be brought within two (2) years after the date of the last payment.
- I. Financial Aid Services shall exercise reasonable care to prevent loss or damage to the records of PVAMU , but shall be under no duty to exercise a higher degree of care. In the event PVAMU 's records should be lost or damaged on account of the failure of Financial Aid Services, its employees or agents to exercise reasonable care to prevent such loss or damage, the liability of Financial Aid Services on account of such loss or damage shall not exceed the reasonable cost of reproducing such records from duplicates in PVAMU 's possession.
- J. If the PVAMU stops providing services for the administration of a Title IV, Act program, or goes out of business, or files a petition under the Bankruptcy Code, the PVAMU must return to Financial Aid Services all –
  - 1. Records in PVAMU 's possession pertaining to Financial Aid Services' participation in the program or programs for which services are no longer provided; and
  - 2. Funds due Financial Aid Services, including Title IV, Act program funds.

- K. In the event that Financial Aid Services comes into possession of information indicating that there is reasonable cause to believe that the PVAMU might have engaged in fraud or other criminal misconduct in connection with the PVAMU 's administration of any Title IV, Act program, or that any student of the PVAMU who is an applicant for Title IV, Act program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application, then Financial Aid Services shall promptly confer with the PVAMU to determine what further inquiries or investigations are required in order to determine whether the PVAMU or a student of the PVAMU has in fact engaged in fraud or other criminal misconduct requiring disclosure to the Inspector General of the U.S. Department of Education.

- L. Financial Aid Services has adopted a drug-free workplace, and utilizes various alcohol and drug screening programs to identify applicants, employees and independent contractors who abuse alcohol or drugs. Such testing may be required of all applicants. Testing may also be done on a random basis for all employees and independent contractors, and whenever Financial Aid Services determines that such testing is needed in a particular situation, such as poor job performance, near or actual accidents, or an employee or independent contractor exhibits possible symptoms of alcohol or drug abuse. Financial Aid Services prohibits employees and independent contractors from: a. Selling any drug or alcohol, including prescription drugs, unless the employee or independent contractor is legally entitled to do so; b. Possessing any alcoholic beverage or unlawful drug while on duty, on PVAMU property, on Financial Aid Services property, or attending a conference; c. Using any illegal drug at any time, which would include use of prescription drugs prescribed for someone else or contrary to prescribed doses; d. Using any substance which runs a risk of adversely affecting job performance. This includes use both off and on duty.
- M. Financial Aid Services does not discriminate on the basis of sex, gender, gender identity, race, color, religion, creed, age, national origin, ancestry, pregnancy, marital status or parental status, sexual orientation, or disability or veteran status.

ARTICLE III

MISCELLANEOUS

- A. **Assignment/Subcontract.** This Agreement will inure to the benefit of and be binding upon the parties and their respective successors; provided, however, that:
  - 1. The Agreement may not be assigned in whole or in part by Financial Aid Services without the prior express written consent of PVAMU , which consent will not be unreasonably withheld; provided, however, that Financial Aid Services shall have the right without the consent of PVAMU to assign its rights and obligations hereunder to any Financial Aid Services affiliated entity or to subcontract its obligations to any Financial Aid Services affiliated entity.
  - 2. PVAMU shall not assign any rights or obligations under the Agreement in whole or in part without the prior express written consent of Financial Aid Services, which consent will not be unreasonably withheld.
- B. **Amendment.** Except as otherwise provided in this Agreement, this Agreement may not be varied by oral agreement, but only by an instrument in writing executed by both parties.
- C. **Waiver of Rights.** No failure by any party to exercise, or any delay in exercising, and no course of dealing with respect to any right of such party or any obligation of any other party under this Agreement will operate as a waiver thereof, unless, and only to the extent, agreed to in writing by all parties hereto. Any single or partial exercise by any party of its rights shall not preclude such party from any other or further exercise of such right or the exercise of any other right. Any single or partial waiver by any party of any obligation of any other party under this Agreement will constitute a waiver of such obligation only as specified in such waiver and will not constitute a waiver of any other obligation.

- D. **Cumulative Remedies.** Except as otherwise provided in this Agreement, no remedy by the terms of this Agreement conferred upon or reserved to a party is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute on or after the date of this Agreement including, without limitation, the right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

- E. **Resolution of Disputes.** In the event of any dispute or disagreement between the parties hereto, either with respect to the interpretation of any provision of this Agreement or with respect to performance hereunder, each of the parties will appoint a designated officer or agent to meet for the purpose of endeavoring to resolve such dispute or to negotiate for a modification to such provision. No formal proceedings for the judicial resolution of such dispute may be commenced until the designated officers or agents have reasonably discussed the provision or performance in question and have concluded in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely.
- F. **Severability.** Any provision of this Agreement which is held to be prohibited, unenforceable, or not authorized by any court of competent jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.
- G. **Governing Law; Venue; Entire Agreement.** Except to the extent that this Agreement may be governed by Federal law, this Agreement is governed by, interpreted, construed and enforced in accordance with the laws of the State of Georgia, without reference to its principles of conflict of laws. A lawsuit under this Agreement shall only be brought in a court of competent jurisdiction located within the State of Georgia.

This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, not incorporated herein, with respect to the subject matter of the Agreement. All prior writings, correspondence, memoranda, agreements, representations, statements, warranties, covenants, negotiations, and undertakings, express or implied, of any kind or character whatsoever with respect to the subject matter of this Agreement are superseded hereby.

- H. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been given if sent by first class mail, overnight carrier, facsimile, or personal delivery, addressed (i) if to Financial Aid Services to the attention President, 180 Interstate North Parkway, Suite 550, Atlanta, Georgia, 30339, (ii) if to the PVAMU at the address indicated in this Agreement, or (iii) at such other address as the party to be notified has designated upon reasonable notice. Notices made pursuant to this paragraph by facsimile, overnight carrier, or personal delivery will be deemed to be effective upon receipt. Notices made pursuant to this paragraph by first class mail will be deemed to be effective on the fifth business day following the mailing of such notice.
- I. **Confidential/Proprietary Materials.** The terms and conditions of this Agreement shall be considered confidential. All materials, procedures, written instruments, files, and records developed by either party specifically for use under this Agreement are and shall be treated as proprietary in nature. Each party to this Agreement has developed or may develop materials, procedures, written instruments, files, or records, which may be similar to those involved in this Agreement. Neither party to this Agreement shall have or acquire any proprietary or any other right whatsoever in any such materials, procedures, written instruments, files, or records developed by the other party. Neither party to this Agreement may benefit from, deal in, sell, license, publish, use, or otherwise exploit for any purpose those materials, procedures, written instruments, files, or records developed by the other party except as expressly provided in this Agreement.

This Agreement shall not in any way restrict the right of each party, for its own exclusive benefit, to deal in, sell, license, publish, use, or otherwise exploit for all purposes those materials, procedures, written instruments, files, or records developed by it. The Family Educational Rights and Privacy Act (FERPA) is a Federal law that sets out the requirements designed to protect the privacy of education records, both financial and academic. Financial Aid Services' policy relating to the confidentiality of such records and information is in keeping with FERPA and as such, Financial Aid Services complies with FERPA.

- J. **No Recourse.** No recourse under or upon this Agreement or any claim based thereon or in respect thereof shall be had against any incorporator, member, officer, employee, or trustee, as such, past, present, or future, of a party or of any successor organizations, either directly or through a party or any successor organizations. This Agreement is solely a corporate obligation and no personal liability against any incorporator, member, officer, employee, or trustee, past, present, or future of the parties shall attach through a party or any successor corporations, because of this Agreement.
- K. **Mitigation of Damages.** In the event that a party is unable to perform any obligations arising under this Agreement, such party shall exercise its best efforts to mitigate and remedy any and all injury sustained by the other party.
- L. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original. This Agreement may be executed via facsimile and the facsimile signature of any party shall be considered valid, binding and effective for all purposes.
- M. **Interpretation/Construction.** In this Agreement unless the context otherwise requires:
1. Any headings preceding the texts of the several articles and sections of this Agreement, and any table of contents or marginal notes appending to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
  2. In the event of any inconsistency between the terms and conditions of any Schedule attached hereto and the provisions of this Agreement, this Agreement will prevail.

The parties agree that each party and its counsel reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, Schedules, exhibits, or addendums thereto.

- N. **Authority.** The parties represent that the undersigned are duly authorized representatives of the parties.
- O. **Independent parties.** The parties agree that no legal relationship of any kind exists as a result of this Agreement, other than the covenants expressly contained herein. This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, partnership or business organization of any kind. The parties to this Agreement are independent parties and the personnel of one party shall not be deemed the personnel of the other. Each party shall be solely responsible for payment of all compensation owed to its personnel, including payment of any taxes related to employment and workers' compensation insurance. Neither party accepts any responsibility for the employees of the other and neither shall have any obligation or right to discipline, suspend or terminate the employees of the other party. PVAMU shall make an independent determination regarding discipline or termination of its employees, and said determination shall not be based primarily on any information provided by Financial Aid Services in connection with its duties hereunder. PVAMU shall indemnify

and hold harmless Financial Aid Services from any and all claims, costs and expenses incurred by Financial Aid Services in connection with any actions brought by or involving any of PVAMU s employees. Financial Aid Services shall indemnify and hold harmless PVAMU from any and all claims, costs and expenses incurred by PVAMU in connection with any actions brought by or involving any of Financial Aid Services' employees. Nothing in this Agreement shall grant to either party any right to make commitments of any kind or to create any obligation for or on behalf of the other without the prior written consent of the other party, except to the extent stated herein.

- P. **Force Majeure.** If a party is delayed from completing performance of any or all of its obligations under this Agreement by an act of God or any other occurrence beyond its reasonable control, then performance shall be excused for as long as it is reasonably necessary to complete performance.
- Q. **Litigation Costs and Attorney Fees.** If any action, at law or equity, including an action for declaratory relief, is brought to enforce or interpret this Agreement, then the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorney fees from the other party, in addition to any other relief that may be awarded.
- R. **Non-Solicitation By PVAMU .** Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of this Agreement, PVAMU shall not, without Financial Aid Services' prior written consent (which consent may be withheld at Financial Aid Services' sole discretion), seek to enter, negotiate with the intent to enter, or enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract, and whether oral or written) with (i) any employee or former employee of Financial Aid Services who performed work under this Agreement (a "Financial Aid Services Employee"), (ii) any person, firm, corporation or enterprise by which the Financial Aid Services Employee is employed or with which such Financial Aid Services Employee is affiliated (including, but not limited to, as a consultant, shareholder, member, partner, officer or director) ("Financial Aid Services Employee's New Firm") or (iii) any consultant or independent contractor of Financial Aid Services who is engaged by Financial Aid Services to perform services under this Agreement or any amendment to this Agreement (a "Financial Aid Services Contractor"), whereby the Financial Aid Services Employee, Financial Aid Services Employee's New Firm or Financial Aid Services Contractor would provide to PVAMU all or part of the services provided by Financial Aid Services to PVAMU under this Agreement. It shall be a violation of this provision if PVAMU shall approach any Financial Aid Services Employee or Financial Aid Services Contractor for the purpose of attempting to negotiate with any Financial Aid Services Employee or Financial Aid Services Contractor to offer employment to any Financial Aid Services Employee or Financial Aid Services Contractor with whom PVAMU would be barred by this provision from employing.

In the event of a breach of the provisions of this Section, Financial Aid Services may, without requirement for following the procedures set forth in Articles II or III of this Agreement, take any and all remedies at law or in equity to enforce the provisions of this Section, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section and a remedy at law may not be adequate, and therefore Financial Aid Services may seek injunctive relief without having first to seek a remedy at law.

- S. **Non-Solicitation By Financial Aid Services.** Beginning on the Effective Date and continuing for a period of one (1) year after the expiration or termination of this Agreement, Financial Aid Services shall not, without PVAMU 's prior written consent (which consent may be withheld at PVAMU 's sole discretion), enter into any contract (including, but not limited to, an employment contract, facilities management contract or consulting contract) with (i) any employee or former employee of PVAMU (a "PVAMU Employee") or (ii) any person, firm, corporation or enterprise by which the PVAMU Employee is employed or with which such PVAMU Employee is affiliated (including, but

not limited to, as a consultant, shareholder, partner, officer, or director) (" PVAMU Employee's New Firm"), whereby the PVAMU Employee or PVAMU Employee's New Firm would provide services to Financial Aid Services, or another on behalf of Financial Aid Services.

In the event of a breach of the provisions of this Section, PVAMU may, without requirement for following the procedures set forth in Articles II or III of this Agreement, take any and all remedies at law or in equity to enforce the provisions of this Section, including, but not limited to, seeking injunctive relief to enforce adherence to the provisions of this Section. The parties acknowledge that it will be difficult, if not impossible, to determine damages caused by violation of the provisions of this Section and a remedy at law may not be adequate, and therefore PVAMU may seek injunctive relief without having first to seek a remedy at law.

IN WITNESS WHEREOF, Financial Aid Services, Inc. and the PVAMU have each caused this instrument to be executed by their respective duly authorized officers and to take effect as of the date below written.

**PRAIRIE VIEW A&M UNIVERSITY**

**FINANCIAL AID SERVICES, LLC**

By: Robert Hall  
Authorized Signature

By: \_\_\_\_\_  
Kashif Mahmood

Robert Hall  
Printed Name

Title: Senior Vice President of Finance

Director, Procurement and Contract Admin

Title

PO Box 519 MS 1311

Address

Prairie View , TX 77446

City, State, Zip

003630

Federal Title IV College Code

4/16/2026 | 7:38 AM CDT

Date

\_\_\_\_\_ Date

**INVOICES TO BE SENT TO:**

Accounts Payables

Printed Name

Payables Department

Printed Title

payables@pvamu.edu

E-Mail Address

936-261-1902

Phone Number

Will a Purchase Order be issued under this Agreement? \_\_\_\_ Yes  
\_\_\_\_ No

## **FINANCIAL AID SERVICES, LLC SERVICING AGREEMENT**

### **Appendix A Responsibilities**

As noted in Article II.A. of this Agreement, activities not specifically mentioned are the responsibility of PVAMU unless PVAMU and Financial Aid Services mutually agree to assign responsibility to Financial Aid Services. These changes will be reflected in an addendum to this Agreement. Additional responsibilities may require a reevaluation of project price. Financial Aid Services shall provide the services hereunder directly to PVAMU only, and shall not be required to work with any third parties or other consultants that are competitors of Financial Aid Services in connection herewith. In addition, PVAMU agrees that there will be no competitors of Financial Aid Services working in its financial aid office during the time that Financial Aid Services is providing services hereunder.

#### **Financial Aid Services agrees to:**

1. Provide Outsourced Processing Services to include but not limited to Processing Verifications and Return of Title IV (R2T4) calculations, along with performing Compliance and Quality Control checks for Verification and R2T4s. The University estimates approximately 240 Verification records per award year and approximately 120 R2T4s per award year.
2. Maintain a list of applications and processing status. Resolve discrepancies through PVAMU 's staff. Process student awards/files in accordance with the processes determined by the institution. Resolve discrepancies through PVAMU 's staff.
3. Provide access to Financial Aid Services' staff for the PVAMU 's financial aid questions.
4. Use PVAMU 's computer system to perform Outsourced Processing Services in accordance with the Act, and PVAMU 's policies for the calendar year of 2026. (January 1, 2026 - December 31, 2026)
5. Participate in calls with PVAMU 's designated staff contacts to provide progress updates. Schedule and frequency to be decided upon mutually.

#### **PVAMU agrees to:**

1. Provide contact persons. Designate institutional personnel as the Eligibility and Oversight Administrator, Financial Aid Director, and Primary Designation Point Administrator.
2. Respond to information requested by Financial Aid Services within two (2) business days.
3. Maintain duplicate records of all data transmitted to Financial Aid Services.
4. Educate Financial Aid Services' staff in PVAMU 's financial aid policies and procedures related to financial aid processing.
5. Make available all necessary student information to ensure accuracy in processing.
6. Provide access to all processors to the PVAMU 's financial aid computer system.

7. Provide a test batch of 20 files for review by Financial Aid Services' staff prior to commencement of contract.
8. Ensure Financial Aid Services, LLC is listed as a third-party servicer on the Eligibility and Certification (ECAR) with the Department of Education.
9. Participate in telephone conference calls with Financial Aid Services' designated staff contacts. Schedule and frequency to be decided upon mutually.

## **FINANCIAL AID SERVICES, LLC SERVICING AGREEMENT**

### **Appendix B Schedule of Fees**

1. Financial Aid Services shall be compensated:

- a. \$2,500 Annual New Year Setup Fee (reconfigure the system for the new award year, admin, connectivity, & review of policies & procedures, etc.)
- b. \$76 per hour, Processing Fee

**Note: The \$9,936.34 credit would be applied to open invoices until the credit has been exhausted. Afterwards, normal payment terms will apply.**

**The anticipated contract term is three (3) years.**

2. PVAMU shall reimburse Financial Aid Services for expenses incurred by Financial Aid Services. Such expenses shall include, but shall not be limited to:

- Telephone charges,
- Travel and lodging associated with any campus visits or onsite work
- Photocopying, and
- Postage and express delivery charges.

3. Financial Aid Services' fees shall be charged beginning with the Agreement effective date.

4. PVAMU agrees to pay Financial Aid Services on a timely basis. Financial Aid Services' invoice shall be E-mailed on the 15<sup>th</sup> and at the end of the month, and are due and payable upon receipt. If payment is not received within thirty (30) calendar days of the date the invoice was mailed, the account is subject to:

- a. A late charge of the greater of one-half percent (0.5%) (six percent (6%) per annum) on the unpaid balance or \$10.00 per month on the unpaid balance, and"
- b. Interruption of activities set forth in Appendix A to this Agreement.

5. PVAMU agrees that if this Agreement extends beyond one (1) year, the fees as set forth above shall be reviewed on an annual basis and, if FAS has increased its fees to similar clients for similar work, the fees as set forth above shall be reviewed.

### **Optional Services**

- **General Consulting:** \$145 per hour (plus travel expenses if requested and mutually agreed upon) on an as-needed bases and mutually agreed upon.
- **Technology Optimization:** \$189 per hour as needed and mutually agreed upon for optimizing financial aid and student information systems

## **SERVICING AGREEMENT**

### **Appendix C U.S. Department of Education Required Language**

As required by 34 C.F.R. 668.25(c), Financial Aid Services agrees to:

1. Comply with all statutory provisions of or applicable to Title IV of the Act, all regulatory provisions prescribed under that statutory authority, and all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes applicable to Title IV of the Act, including the requirement to use any funds that Financial Aid Services administers under any Title IV, Act program and any interest or other earnings thereon solely for the purposes specified in and in accordance with that program;
2. Refer to the Office of Inspector General of the U.S. Department of Education for investigation of any information indicating there is reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with the University's administration of any Title IV, Act program or an applicant for Title IV, Act program assistance might have engaged in fraud or other criminal misconduct in connection with his or her application;
3. Be jointly and severally liable with the University to the Secretary of the U.S. Department of Education for any violation by Financial Aid Services of any statutory provision of or applicable to Title IV of the Act, any regulatory provision prescribed under that statutory authority, and any applicable special arrangement, agreement, or limitation entered into under the authority of the statutes applicable to Title IV of the Act;
4. In the case Financial Aid Services disburses funds (including funds received under the Title IV, Act programs) or delivers Federal Stafford Loan or Federal Unsubsidized Stafford Loan proceeds to a student –
  - a. Confirm the eligibility of the student before making that disbursement or delivering those proceeds; and
  - b. Calculate and pay refunds and repayments due a student, the Title IV, Act program accounts, and the student's lender under the Federal Stafford Loan, Federal PLUS, and Federal Unsubsidized Stafford programs in accordance with the University's refund policy, the provision of 34 C.F.R. "668.221 and 668.22, and applicable program requirements; and
5. If Financial Aid Services or the University terminates this Agreement, or if Financial Aid Services stops providing services for the administration of a Title IV, Act program, goes out of business, or files a petition under the Bankruptcy Code, Financial Aid Services shall return to the University all –

- a. Records in Financial Aid Services' possession pertaining to the University's participation in the program or programs for which services are no longer provided; and
- b. Funds, including Title IV, Act program funds, received from or on behalf of the University or the University's students for the purposes of the program or programs for which services are no longer provided.

## VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **FINANCIAL AID SERVICES, LLC SERVICING AGREEMENT** (“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 (“PVAMU”), and Financial Aid Services LLC, a Delaware limited liability company (“Financial Aid Services”), *dated Upon Execution*. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Financial Aid Services 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:

### MISCELLANEOUS CLAUSES

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

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

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

Financial Aid Services must promptly notify PVAMU of any legal request for PVAMU’s data from a third party and take (and assist PVAMU in taking) appropriate steps not to disclose such PVAMU data.

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

**Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof 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.  
**Reference Page #4 Section: ( G ) of Vendor’s document**

**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 #6 Section: ( P ) of Vendor’s document**

**Indemnification.** Subject to the statutory duties of the Texas Attorney General, Financial Aid Services shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnitees (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by Financial Aid Services under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Financial Aid Services’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Financial Aid Services or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.  
**Reference Page #2 Section: ( H ) of Vendor’s document**

**Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Financial Aid Services’s service to PVAMU. Except as specifically required under the terms of this Agreement, Financial Aid Services (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Financial Aid Services is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Financial Aid Services and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

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

**No Impediments.** Financial Aid Services represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Financial Aid Services’s performance of the Services.

**Non-Assignment.** Financial Aid Services shall neither assign its rights nor delegate its duties under this

Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

**Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Financial Aid Services can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

**PVAMU:**

Prairie View A&M University  
Student Enrollment Management  
PO Box 519; MS 1013  
Prairie View, Tx 77446  
Attention: Joy Thomas  
Telephone: 9362611005  
Email: jdthomas@pvamu.edu

**With a copy to:**

Prairie View A&M University Contract Administration  
P.O Box 519, MS 1311  
Prairie View, Texas 77446-0519  
Telephone: +1 936-261-1902  
Email: Contracts@pvamu.edu

**Financial Aid Services:**

Financial Aid Services LLC  
180 Interstate North Parkway  
Atlanta, GA 30339  
Attention: Nicole Verrett  
Telephone: 770-988-9447, ext. 123  
Email: nverrett@financialaidservices.org

**Organization.** If Financial Aid Services is a business entity, Financial Aid Services 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 Financial Aid Services has been duly authorized to act for and bind Financial Aid Services. Upon PVAMU's request, Financial Aid Services shall promptly deliver to Financial Aid Services (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

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

**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.

**Term & Termination.**

This Agreement will commence on the Effective Date and continues through 12/31/2028 (the“Term”) unless earlier terminated as provided herein.

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

In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty days (30) days’ prior written notice to the other Party detailing the nature of the breach and the other Party fails to fully cure the breach within such [30]-day period.

**U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.

**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. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

**STATE AGENCY CLAUSES**

**Conflict of Interest.** Financial Aid Services certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in Financial Aid Services or in the transaction that is the subject of this

Agreement.

**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, 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*, Financial Aid Services 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.

**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 PVAMU and Financial Aid Services to attempt to resolve any claim for breach of contract made by Financial Aid Services that cannot be resolved in the ordinary course of business. Financial Aid Services shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Financial Aid Services's claim and any counterclaim and negotiate with Financial Aid Services in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts. ***Reference Page #4 Section: ( E )of Vendor's document***

**Executive Order GA-48.** Financial Aid Services represents and warrants that Financial Aid Services is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Financial Aid Services acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Financial Aid Services will immediately reimburse PVAMU for all prepaid costs.

**Export Control.** 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. Financial Aid Services certifies that none of its personnel participating in the activities 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.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), PVAMU hereby designates Financial Aid Services as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Financial Aid Services is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Financial Aid Services 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 PVAMU in writing. Financial Aid Services 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. Financial Aid Services shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Financial Aid Services in this Section, including without limitation, the prohibition on redisclosure. Financial Aid Services shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use. **Reference Page #4 Section ( I ) of Vendor's document**

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

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, 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. **Reference Page #4 Section: ( G ) of Vendor's document**

**Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located. **Reference Page #4 Section: ( G ) of Vendor's document**

**Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU'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 PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

**Loss of Funding.** Performance by PVAMU 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, PVAMU will issue written notice to Financial Aid Services and PVAMU may terminate this Agreement without further duty or obligation hereunder. Financial Aid Services acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Financial Aid Services for any damages that are caused or associated with such termination or cancellation.

**Not Eligible for Rehire.** Financial Aid Services is responsible for ensuring that its employees involved in any work being performed for PVAMU 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 PVAMU becomes aware that Financial Aid Services has a NEFR

Employee involved in any work being performed under this Agreement, PVAMU 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 PVAMU.

**Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Financial Aid Services agrees that any payments owing to Financial Aid Services under this Agreement may be applied directly toward certain debts or delinquencies that Financial Aid Services 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.

**Prior Employment.** Financial Aid Services acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU 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 PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Financial Aid Services is an individual, by signing this Agreement, Financial Aid Services represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.

**Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Financial Aid Services certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Financial Aid Services acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

**Prompt Payment.** PVAMU will make payment on a properly prepared and submitted invoice 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.

**Public Information.** Financial Aid Services acknowledges that PVAMU 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 PVAMU’s written request, and at no cost to PVAMU, Financial Aid Services will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Financial Aid Services acknowledges that PVAMU 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 Financial Aid Services agrees that this Agreement can be terminated if Financial Aid Services knowingly or intentionally fails to comply with a requirement of that subchapter.

**State Auditor’s Office.** Financial Aid Services 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*. Financial Aid Services agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Financial Aid Services will include this provision in all contracts with permitted subcontractors.

**Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Financial Aid Services upon request.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

ACCEPTED & AGREED:

**PRAIRIE VIEW A&M UNIVERSITY**

**FINANCIAL AID SERVICES LLC**

*Robert Hall*

Signature

Signature

Robert Hall

Name

Name

Director, Procurement and Contract Admin

Title

Title

4/16/2026 | 7:38 AM CDT

Date

Date