

PROFESSIONAL SERVICES AGREEMENT

Between:

Mathematics Enrichment through Diversity and Learning (MEDAL)

1012 Jonathan Lane

Tucker, Georgia 30084

("Consultant" or "MEDAL")

AND

Prairie View A&M University - Mathematics Department

("University" or "PVAMU")

Effective Date: June 1, 2026

1. RECITALS

WHEREAS, the University is developing a Math Prep Program ("MPP") designed to increase student access to higher-level mathematics in college by providing incoming freshmen with additional College Algebra and Contemporary College Algebra support; and

WHEREAS, MEDAL possesses expertise in mathematics education, faculty development, program evaluation, and educational consulting; and

WHEREAS, the University desires to engage MEDAL to provide consulting services and program evaluation for the MPP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

2. SCOPE OF SERVICES

2.1 Consulting Services

MEDAL shall provide three (3) consultants who will deliver the following services from the effective date until May 31, 2027. One year with options renewed only in writing by both MEDAL and PVAMU:

A. Faculty and Staff Training

- Provide comprehensive training to MPP faculty and staff on effective mentoring strategies
- Deliver training on co-curricular programming design and implementation
- Conduct workshops on effective workshop development and facilitation techniques
- Offer guidance on best practices for Living Learning Communities (LLC) and mathematics programming

B. Workshop and Activity Development Support

- Assist MPP faculty in developing workshops and activities for the Math Prep Program
- Support the creation of mathematical exploration activities
- Help design co-curricular programming materials
- Provide feedback and refinement guidance on developed materials

C. Program Development Consultation

- Support the development of materials for the 5-week summer residential program
- Assist with the creation of materials for the year-long math Living Learning Community
- Provide expertise on accelerating math pathways for students not college-ready in mathematics

2.2 Evaluation Services

MEDAL shall provide one (1) evaluator who will:

A. Program Evaluation

- Evaluate whether the Math Prep Program meets its stated objectives and performance indicators as outlined in the Activity Objectives and Performance Indicators document
- Assess progress toward the program goal: "To increase student access to higher-level math in college"

B. Specific Evaluation Objectives

The evaluator shall assess:

1. **Objective 1:** Development of the Math Prep Program by the end of June 2026, including:
Quality and completion of developed materials (workshops, mathematical exploration activities, activity surveys, syllabi revisions, supplemental course videos, math reflections, interactive learning projects, rubrics)
Effectiveness of pilot co-curricular programming and workshops
Impact of consultant training on faculty/staff capabilities
Faculty participation in relevant conferences
2. **Objective 2:** Student competency achievement, measuring whether 75% of students enrolled in the Math Prep Program can correctly solve 7 out of 10 problems involving:
Linear equations
Linear inequalities
Multi-step word problems
Modeling mathematical data in multiple formats
Real-life applications
3. **Objective 3:** Student success in gateway math courses, measuring whether 90% of students successfully complete (grade C or higher) their first gateway math course (Calculus I, Finite Mathematics, Elementary Statistics, Calculus-Business Life and Social Sciences, or Structure of Number Systems)

C. Evaluation Methodology

- Review and analyze pre- and post-summative assessments
- Analyze student progress data and assessment results
- Review activity surveys and utilization reports
- Conduct interviews or focus groups with faculty, staff, and students as appropriate
- Provide recommendations for program improvement

D. Evaluation Deliverables

Mid-program evaluation report (due by September 25, 2026)
Final comprehensive evaluation report (due by April 28, 2027)
Executive summary of findings and recommendations

3. PROGRAM DESCRIPTION

The Math Prep Program that MEDAL will support consists of:

A. 5-Week Summer Residential Program

Math training in College Algebra, Contemporary College Algebra, and respective co-requisite courses
Comprehensive Math Skills for College Algebra
Comprehensive Math Skills for Contemporary College Algebra

B. Year-Long Math Living Learning Community (LLC)

Ensures correct math placement in subsequent math courses during fall and spring semesters
Provides specialized resources, faculty mentorship, academic support, and co-curricular programming

C. Program Goals

Strengthen foundational math skills of incoming freshmen
Improve academic confidence
Prepare students for rigorous STEM and non-STEM disciplines
Accelerate the math pathway for students who are not college-ready in mathematics

4. TERM OF AGREEMENT

This Agreement shall commence on June 1, 2026 and shall continue through May 31, 2027, unless earlier terminated in accordance with Section 9 of this Agreement.

5. COMPENSATION

5.1 Consulting Services Fee

The University shall pay MEDAL a total of **Twenty-Four Thousand Dollars (\$24,000.00)** for consulting services.

Payment Schedule:

First Payment: \$8,000.00 upon execution of this Agreement

Second Payment: \$8,000.00 upon completion of spring 2026 training and support (due by August 31, 2026)

Final Payment: \$8,000.00 upon completion of all consulting services (due by May 31, 2027)

5.2 Evaluation Services Fee

The University shall pay MEDAL a total of **Ten Thousand Five Hundred Dollars (\$10,500.00)** for evaluation services.

Payment Schedule:

First Payment: \$3,500.00 upon execution of this Agreement

Second Payment: \$3,500.00 upon submission of mid-program evaluation report (due by August 31, 2026)

Final Payment: \$3,500.00 upon submission of final comprehensive evaluation report (due by May 31, 2027)

5.3 Total Agreement Value

The total value of this Agreement is **Thirty-Four Thousand Five Hundred Dollars (\$34,500.00)**.

5.4 Payment Terms

All payments shall be made within thirty (30) days of invoice submission by MEDAL. Invoices shall be submitted to:

[Insert University Billing Contact Information]

5.5 Expenses

Unless otherwise agreed in writing, MEDAL shall be responsible for all travel, lodging, and other expenses incurred in performing services under this Agreement. The fees in Sections 5.1 and 5.2 are inclusive of all such expenses.

6. PERFORMANCE STANDARDS AND DELIVERABLES

6.1 Consultant Deliverables

MEDAL consultants shall provide:

- Training session materials and presentations
- Workshop development templates and samples
- Written recommendations and feedback on MPP materials
- Monthly progress reports to the University
- Final consulting report summarizing all services provided

6.2 Evaluator Deliverables

MEDAL evaluator shall provide:

- Evaluation plan and methodology (due within 30 days of Agreement execution)
- Mid-program evaluation report (due by September 25, 2026)
- Final comprehensive evaluation report (due by April 28, 2027)
- Executive summary (due by April 28, 2027)

6.3 Quality Standards

All services shall be performed in a professional and workmanlike manner consistent with industry standards for educational consulting and program evaluation.

7. UNIVERSITY OBLIGATIONS

The University shall:

A. Provide Access and Information

- Grant MEDAL consultants and evaluator reasonable access to faculty, staff, students, and program materials
- Provide all necessary program documentation, data, and assessment results
- Designate a primary contact person for coordination with MEDAL

B. Facilitate Services

- Schedule training sessions and workshops at mutually agreeable times
- Ensure faculty and staff participation in consultant-led training
- Provide appropriate facilities for training and evaluation activities

C. Timely Review and Feedback

- Review MEDAL deliverables within fifteen (15) business days of receipt
- Provide constructive feedback to facilitate program improvement

8. INTELLECTUAL PROPERTY

8.1 Pre-Existing Materials

Each party retains all rights to materials and intellectual property owned prior to this Agreement.

8.2 Work Product

Materials specifically created by MEDAL consultants for the MPP under this Agreement ("Work Product") shall be jointly owned by MEDAL and the University. Both parties may use, modify, and distribute the Work Product for educational purposes.

8.3 Evaluation Reports

Evaluation reports and findings shall be owned by the University, with MEDAL retaining the right to use de-identified data and findings for research and professional development purposes.

9. TERMINATION

9.1 Termination for Convenience

Either party may terminate this Agreement with sixty (60) days written notice to the other party. Upon such termination, MEDAL shall be compensated for all services satisfactorily performed up to the date of termination.

9.2 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party:

- Materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice
- Becomes insolvent or files for bankruptcy
- Engages in fraud or willful misconduct

9.3 Effect of Termination

Upon termination, MEDAL shall:

- Deliver all completed work to the University
- Return all University materials and confidential information
- Submit a final invoice for services performed

10. CONFIDENTIALITY

10.1 Confidential Information

Both parties acknowledge that they may have access to confidential information, including but not limited to student data, proprietary materials, assessment instruments, and program strategies.

10.2 Obligations

Each party agrees to:

- Maintain confidentiality of all confidential information
- Use confidential information solely for purposes of this Agreement
- Comply with all applicable privacy laws, including FERPA (Family Educational Rights and Privacy Act)
- Not disclose student-identifiable information without appropriate consent

10.3 Exceptions

Confidentiality obligations do not apply to information that:

- Is publicly available through no breach of this Agreement
- Is independently developed without use of confidential information
- Must be disclosed pursuant to law or court order

11. REPRESENTATIONS AND WARRANTIES

11.1 MEDAL Represents and Warrants:

MEDAL is duly organized and in good standing
MEDAL has the authority to enter into this Agreement
MEDAL consultants and evaluator possess appropriate qualifications and expertise
Services will be performed in accordance with professional standards
MEDAL will comply with all applicable laws and regulations

11.2 University Represents and Warrants:

The University has the authority to enter into this Agreement
The University will provide accurate and complete information to MEDAL
The University will comply with all applicable laws and regulations

12. INDEMNIFICATION

12.1 MEDAL Indemnification

MEDAL shall indemnify and hold harmless the University from claims, damages, or liabilities arising from MEDAL's negligence or willful misconduct in performing services under this Agreement.

12.2 University Indemnification

The University shall indemnify and hold harmless MEDAL from claims, damages, or liabilities arising from the University's negligence or willful misconduct, or from the University's use of MEDAL's Work Product.

13. LIMITATION OF LIABILITY

Neither party shall be liable to the other for indirect, incidental, consequential, or punitive damages. Each party's total liability under this Agreement shall not exceed the total compensation paid or payable under this Agreement.

14. INDEPENDENT CONTRACTOR

MEDAL is an independent contractor and not an employee, agent, or partner of the University. MEDAL shall be responsible for all taxes, insurance, and benefits for its consultants and evaluator.

15. FORCE MAJEURE

Neither party shall be liable for failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, pandemic, government restrictions, or natural disasters. The affected party shall notify the other party promptly and make reasonable efforts to minimize delay.

16. GENERAL PROVISIONS

16.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements.

16.2 Amendments

This Agreement may be amended only by written instrument signed by both parties.

16.3 Assignment

Neither party may assign this Agreement without the prior written consent of the other party.

16.4 Governing Law

This Agreement shall be governed by the laws of the State of Texas.

16.5 Dispute Resolution

The parties agree to attempt to resolve disputes through good faith negotiation. If negotiation fails, disputes shall be resolved through mediation before pursuing litigation.

16.6 Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.7 Waiver

Failure to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

16.8 Notices

All notices under this Agreement shall be in writing and delivered to:

For MEDAL:

Mathematics Enrichment through Diversity and Learning (MEDAL)

1012 Jonathan Lane

Tucker, Georgia 30084

Dr. Aris Winger

aris.winger@gmail.com

678-682-5677

For University:

Prairie View A&M University

Procurement Services

140 L.W. Minor; Suite 149

Prairie View, TX 77446

Mr. Robert Hall

Director, Procurement Services and HUB Coordinator

rlhall@pvamu.edu

procurementsvs@pvamu.edu

936-261-1943

18. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

MATHEMATICS ENRICHMENT THROUGH DIVERSITY AND LEARNING (MEDAL)

Aris Benjamin Winger

[illegible]

Aris Benjamin Winger

Name: \ / \ / \ / \ / \ / \ / \ / \ / \ / \ / \ / \ / \ / \ / \ /

Chief Executive Officer

[illegible]

9/9/2026 | 11:26 AM PDT

Date: _ _ / _ _ / _ _

PRAIRIE VIEW A&M UNIVERSITY – PROCUREMENT SERVICES

Robert Hall

By: _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ / _ /

Robert Hall

[illegible]

Director, Procurement and Contract Admin

[illegible]

9/10/2026 | 10:51 AM CDT

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VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the PROFESSIONAL SERVICES 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 Mathematics Enrichment through Diversity and Learning (MEDAL), a limited liability company, (“PROVIDER”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU 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:

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. PROVIDER shall hold PVAMU’s data in confidence. PROVIDER shall only use or disclose PVAMU’s data for the purpose of fulfilling PROVIDER’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by PVAMU. PROVIDER shall restrict disclosure of the PVAMU’s data solely to those employees, subcontractors or agents of PROVIDER that have a need to access the PVAMU’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) days of discovery, report to PVAMU any use or disclosure of PVAMU’s data not authorized by this Agreement or in writing by PVAMU. PROVIDER’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 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 PVAMU.

PROVIDER 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, PROVIDER, 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. PROVIDER shall provide PVAMU with at least ten (10) days’ written notice of PROVIDER’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.

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).

Indemnification. Subject to the statutory duties of the Texas Attorney General, PROVIDER 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 Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by PROVIDER under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER 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.

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 PROVIDER’s service to PVAMU. 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 PVAMU or A&M System. 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. PROVIDER 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. PROVIDER shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

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

Non-Assignment. PROVIDER 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 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:

PVAMU:

Prairie View A&M University
Mathematics
130 L. W. Minor Street
Prairie View, TX, 77446
Attention: Dandrielle Lewis
Telephone: 936-261-1975
Email: dclewis@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

PROVIDER:

Mathematics Enrichment through Diversity and Learning (MEDAL)
1012 Jonathan Lane
Tucker, Georgia 30084
Attention: Dr. Aris Winger
Telephone: 678.682.5677
Email: aris.winger@gmail.com

Organization. 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. Upon PVAMU's request, PROVIDER shall promptly deliver to PVAMU (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 PROVIDER for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by PROVIDER, then within thirty (30) days after cancellation and/or termination, PROVIDER will reimburse PVAMU for all advance payments paid by PVAMU to PROVIDER that were

(i) not earned by PROVIDER prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from PROVIDER 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.

Termination. PVAMU 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 PVAMU under this Agreement.

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

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 control baseline required by the then-current risk and authorization management program established by the Texas Department of Information Resources ("TX-RAMP"), to safeguard and preserve the confidentiality, integrity, and availability of PVAMU's data (the "Security Controls"). Upon written request by PVAMU, PROVIDER shall provide PVAMU with evidence or a copy of the certification of its compliance with the Security Controls within thirty (30) days of such request.

Conflict of Interest. PROVIDER 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 PROVIDER 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*, 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.

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 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 Senior Vice-President for Business Affairs & CFO of PVAMU, 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 PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that PROVIDER is providing goods to PVAMU under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. PROVIDER represents and warrants that PROVIDER 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. PROVIDER 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, PROVIDER 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. PROVIDER 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 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 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 PVAMU 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.

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.

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.

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.

VetHUB Subcontracting Plan. PROVIDER has indicated it will not subcontract any of its duties or obligations under this Agreement. If PROVIDER will subcontract any of its duties and obligations under this Agreement, PROVIDER will be required to provide prior written notice to PVAMU and make a good faith effort to submit a subcontracting plan, pursuant to the Veteran Heroes United In Business Program (HUB or VetHUB) as required under Section 20.285 of the Texas Administrative Code.

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 PROVIDER and PVAMU may terminate this Agreement without further duty or obligation hereunder. PROVIDER 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 PROVIDER for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. PROVIDER 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 PROVIDER 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*, 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.

Prior Employment. PROVIDER 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 PROVIDER is an individual, by signing this Agreement, PROVIDER 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.

Prohibited Software, Applications, and Developers. PROVIDER certifies that it is not: (a) an entity listed on the Higher Education Research Security Council’s list of prohibited software/applications/developers at <https://www.highered.texas.gov/prohibited-software-applications-developers/> (the “HERSC List”), or a subsidiary or affiliate of such an entity, or (b) providing, under this Agreement, software that is either on or provided by an entity on the HERSC List. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and PROVIDER will refund to PVAMU all amounts prepaid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

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. PROVIDER 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, PROVIDER 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. PROVIDER 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 PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

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.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

**MATHEMATICS ENRICHMENT THROUGH
DIVERSITY AND LEARNING (MEDAL)**

Robert Hall
Signature

Aris Benjamin Winger
Signature

Robert Hall
Name

Aris Benjamin Winger
Name

Director, Procurement and Contract Admin
Title

Chief Executive Officer
Title

9/10/2026 | 10:51 AM CDT
Date

9/9/2026 | 11:26 AM PDT
Date