



June 12, 2026

Prairie View A&M University
FM 1098 Road & University Drive
Prairie View, TX, 77446
United States

Dear **Sheleah Reed and Dr. Patricia Williams**

Thank you for choosing Gallup, Inc. ("Gallup") to provide consulting services for Prairie View A&M University ("Client"). This Engagement Letter with an effective date as of the last date of signature below ("Effective Date") is to confirm our mutual understanding with respect to the scope of services to be performed by Gallup, the respective responsibilities of Gallup and Client related to this engagement and the fees expected to be charged for the services.

The more detailed obligations of each party for each project, including its price, payment schedule and timeline are set forth in Scope of Services. Only those services set forth in Scope of Services will be performed. Modifications to the Services shall require a written Addendum. Such Addendum shall set forth in detail the effect of the changes on Scope of Services, including, but not limited to, with respect to the price and timeline adjustments required to modify the Services. Under no circumstances shall any Addendum be effective until it has been duly agreed to and executed by an authorized representative of each party.

This Engagement Letter including all exhibits, together with Gallup's General Business Terms attached hereto, constitutes the entire agreement between Client and Gallup with respect to this engagement, supersedes all other oral and written representations, understandings or agreements related to this engagement, and may not be amended except by the mutual written agreement of Client and Gallup. Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to our office.

Thank you for giving Gallup the opportunity to provide the requested consulting services to your organization.

Gallup, Inc. on behalf of itself and its affiliates and subsidiaries.

BY: *Janet Gibbon*

Name: Janet Gibbon

Date: June 12, 2026

Prairie View A&M University on behalf of itself and its subsidiaries and/or affiliates

BY: *Robert Hall*

Name: Robert Hall

Date: 9/3/2026 | 3:17 PM CDT

General Business Terms

1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup during the term of this Agreement the fees determined for each project agreed upon by both parties and specified in the Scope of Services in accordance with the agreed upon payment schedule.

1.2 Client shall further pay all pre-approved out-of-pocket expenses including reasonable out-of-pocket expenses of Gallup's personnel associated with client-approved freight, respondent incentives, and travel (including transportation, lodging and meals) or costs associated with the purchase of listed sample.

1.3 Payment shall be due upon receipt of the invoice. If Client objects to all or any portion of any invoice, Client shall notify Gallup of its objection within fifteen (15) days from the date of Client's receipt of the invoice, give reasons for the objection, and pay only that portion of the invoice not in dispute. Balances not in dispute and unpaid in excess of 30 days shall bear interest at a rate of 6% per annum. In the event that Client is delinquent in payment of any undisputed invoice beyond 45 days, Gallup may, at its option, withhold deliverables or suspend any and all services until the account is made current.

1.4 Client shall be responsible for all Sales, Use, VAT or similar taxes imposed on the services.

2. CONFIDENTIALITY.

2.1 Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("Confidential Information"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Confidential Information shall include all business plans, strategies, forecasts, projects, analyses, financial information, business processes, methods and models, all organizational information, system architecture, software, graphics, computer programs, design ideas, concepts, flow charts, diagrams, progress reports, methods research and any other personal or intellectual property relating to either party, its respective parent or subsidiaries and Personal Data. "Personal Data" shall mean any information related to any identified or identifiable natural or legal person, such as Client's employees, customers, partners or any other third party (including such third parties' employees) and any other additional data deemed as personal data under the applicable personal data protection laws, which are made available to Gallup for processing them on behalf of Client pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement. Confidential Information as defined herein shall not include: (a) information in the public domain at the time of its communication; (b) information, which enters the public domain, through no fault of the receiving party, subsequent to the time of its communication to the receiving party; (c) information which is obtained in good faith by either party from a third party, provided such third party is not bound by a confidentiality agreement with Gallup or Client, as applicable; or (d) information independently developed by employees or agents of a party without access to the Confidential Information of the other party.

2.2 The receiving party shall, except as otherwise provided below (i) not use or reproduce the Confidential Information for any purpose other than as required to perform in connection with the applicable Scope of Services; (ii) protect the confidentiality of the Confidential Information with the same degree of care as receiving party uses for its own similar information, but in no event less than reasonable care; or (iii) not disclose the Confidential Information to any third party, without the prior written approval of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent such information is required to be disclosed by law, including a subpoena, or to respond to a regulatory request; provided the receiving party promptly notifies the disclosing party in writing of such intention prior to any disclosure to allow the disclosing party to seek a protective order or similar relief in the disclosing party's sole and absolute discretion. Each party shall immediately advise its employees and others to whom the Confidential Information is disclosed of their obligations under this Agreement and shall take reasonable steps to ensure that the Confidential Information is securely maintained its employees and agents.

2.3 Neither party shall disclose any terms or conditions of this Agreement without the prior written consent of the other party, except as required by applicable law; provided however, that either party may disclose the terms or conditions of this Agreement to a third party under an obligation of confidentiality to such party in connection with customary financial reporting, a proposed sale, merger, acquisition, change in control, consolidation, or other similar transaction.

2.4 Upon termination or expiration of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed. Electronic copies of or containing Confidential Information that are automatically generated through

data backup and/or archiving systems and which are not readily accessible to the receiving party's business personnel shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed or used in violation of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to disclosing party.

2.5 Gallup agrees to the following as it relates to Personal Data:

2.5.1 To prevent unauthorized use, dissemination or publication of the Personal Data, and implement any technical and organizational measures to protect Personal Data which are required by the applicable law.

2.5.2 To implement appropriate technical and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, in particular where processing involves the transmission of Personal Data over a network, (iii) alteration, and (iv) all other unlawful forms of processing.

2.5.3 To inform Client promptly in writing if it becomes aware of any unauthorized use or disclosure of Personal Data by itself or others.

2.5.4 When collecting, using, storing, transferring and otherwise processing Personal Data, Gallup shall adhere to all applicable export and personal data laws, regulations and rules.

2.6 Client agrees to the following as it relates to Personal Data which is made available to Gallup pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement:

2.6.1 To ensure that such Personal Data is collected and processed by Client and transferred to Gallup in accordance with applicable Data Protection laws, regulations and rules.

2.6.2 Prior to the transfer of such Personal Data to Gallup, to inform the respective data subjects of the processing of their Personal Data pursuant to this Agreement and their rights in accordance with applicable Data Protection laws, regulations and rules.

3. REPRESENTATIONS AND WARRANTIES.

3.1 The parties represent and warrant that: (a) each has the full power and authority to enter into this Agreement; (b) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; and (c) neither party has entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under the terms of this Agreement.

3.2 Gallup represents and warrants that it or its personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner; (b) with at least the same degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services; and (c) using personnel who are fully familiar with the technology processes, procedures and equipment to be used to deliver the Services.

3.3 Gallup is the lawful owner or licensee of all programs and materials used by it in the performance of the Services contemplated hereunder that have not been provided by Client; such programs and materials have been lawfully developed or acquired by Gallup and Gallup has the right to permit Client access to or use of such programs and materials. Gallup represents and warrants that none of the Services or deliverables provided under this Agreement will infringe on any patent, copyright, trademark, trade secret or other intellectual property right of any third party and agrees to defend and to indemnify and hold harmless Client, its parent, subsidiaries, affiliates, employees and representatives, for all costs and expenses associated with the defense or settlement of any claim that the Services infringe a patent, copyright, trademark, trade secret or other intellectual property right and shall pay any judgments or settlements based thereon.

3.4 In connection with the performance of services set forth in an applicable Scope of Services, Gallup shall comply, and shall cause Gallup's employees and consultants/subcontractors to comply, with all statutes, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, applicable to Gallup's execution of this Agreement.

3.5 EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY SCOPE OF SERVICES, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. TERM AND TERMINATION.

4.1 This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with the terms and conditions set forth herein.

4.2 Either party may terminate this Agreement and or Scope of Services if the other party breaches any material obligation set forth herein or in the applicable Scope of Services, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party, or within such additional cure period as the non-breaching party may authorize in writing.

4.3 Either party may immediately terminate this Agreement or any Scope of Services by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for the its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Gallup Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that Gallup uses or distributes to Client in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by Gallup ("Gallup Property"). Gallup Property is not considered work product or a "work for hire" under the terms of this Agreement.

5.2 For any Gallup Property used, incorporated into, required for use of, or provided with any Services provided to Client hereunder, Gallup hereby grants Client a worldwide, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services within Client's organization. Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of Gallup Property without the written permission of Gallup.

5.3 All products, reports, documents, compilations of data and other materials produced or developed by Gallup under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of Client; or (b) are derivatives of any Client proprietary information shall be the sole property of Client. These materials do not include any Gallup Property or derivatives thereof. Gallup agrees to assist Client, or its designee, at Client's expense, in every proper way to secure Client's rights in the materials.

6. GOVERNING LAW; DISPUTE RESOLUTION.

6.1 This Agreement shall be construed and interpreted according to the laws of the State of Nebraska without regard to the conflicts of law principles in Nebraska.

6.2 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules. There shall be a sole arbitrator mutually appointed by the parties. The language of arbitration shall be English.

7. RELATIONSHIP OF PARTIES.

7.1 Gallup will act solely as an independent contractor rendering professional services.

7.2 Gallup will function as a non-exclusive consultant to Client. Client acknowledges that, during the term of this Agreement and thereafter, Gallup will offer, undertake, and continue to provide Consulting Services for organizations other than Client. In no event shall Gallup be relieved of its obligation to protect Confidential Information.

8. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement shall be in writing delivered to the individual whose name appears on the signature block of the Scope of Services.

9. LIMITATION OF DAMAGES.

Neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits,

regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages.

10. USE OF NAME, TRADEMARKS OR LOGOS.

Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement or any Scope of Services, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party without the prior written consent of such party.

11. INTEGRATION.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in writing signed by both parties and executed by an authorized officer. Each Scope of Services attached hereto and each Addendum executed under this Agreement shall incorporate the terms and conditions of this Agreement.

12. SEVERABILITY.

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in accordance with applicable law, preserves the original intentions and economic positions of the parties.

13. CONFLICT OF TERMS.

If a term in a Scope of Services or Addendum conflicts with a term in this Agreement, the provisions of this Agreement will prevail unless the Scope of Services or Addendum specifically states that the conflicting term will prevail.

14. WAIVER.

No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.

15. ASSIGNMENT.

Neither party may assign any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the other. Any such attempt to transfer will be deemed null and void.

16. FORCE MAJEURE.

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of its obligations under this Agreement due to any act of God, war, terrorism, civil disturbance, court order or natural disaster, or any other cause beyond the reasonable control of the affected party.

17. SURVIVAL.

Sections 2, 3, and 5 shall survive the termination or expiration of this Agreement.

Scope of Services

CliftonStrengths 34

- Take the CliftonStrengths assessment and discover your complete unique talent profile, including the relative dominance of each of your 34 CliftonStrengths themes. Understand how to maximize your effectiveness, identify strengths in others, manage weaknesses and achieve success. CliftonStrengths 34 is recommended for people who want a comprehensive strengths offering. Along with personalized reports and other strengths-based development materials, CliftonStrengths 34 includes the "CliftonStrengths: Your Introduction" on-demand learning experience and the e-book version of Gallup's bestseller StrengthsFinder 2.0 so you can get a deeper understanding of strengths-based development.

Gallup Global Strengths Coach (Virtual)

- Gallup Global Strengths Coach will teach independent professional coaches, corporate and executive coaches, educators, leaders, and managers how to lead effective coaching conversations and develop others using a strengths-based approach. This four-and-a-half-day, instructor-led, virtual course guides coaches through applying strengths-based coaching principles by developing both their clients' strengths and their own in a live, interactive online environment. Participants build a deeper understanding of how unique talents influence behavior and performance and how strengths-based coaching helps individuals achieve meaningful goals. As part of the course materials, participants receive six CliftonStrengths (CS) codes to support application of course learning and continued development toward Gallup's certified coach credential. These codes expire one year after issuance.

Investment Summary

Products	Quantity	Cost Breakdown	Total
CliftonStrengths 34	75 Code(s)	\$49.99 Per Unit	\$3,749.25
Gallup Global Strengths Coach (Virtual)	2 Course Participant(s)	\$5,775.00 Per Unit	\$11,550.00
Total:			\$15,299.25

All prices are expressed in USD.

All pricing is shown exclusive of tax. Any VAT, GST, JCT or similar tax chargeable in respect to any service or supply made by Gallup and its subsidiaries under this Agreement shall be paid by Client in addition to any sum agreed to be paid hereunder.

Project Term

The project term will run for 1 year(s) from the contract effective date.

Gallup has relied on information provided by Client in defining the Services and determining the pricing for such Services. Gallup will rely on this information as being accurate and complete. Any discrepancy in the information provided by Client

may change the Scope of Services and/or the pricing. Gallup will notify Client upon discovering a discrepancy in the information provided by Client and inform Client of the impact on the Scope of Services, timeline and pricing of the Services.

Project Billing Schedule

\$15,299.25 will be invoiced upon receipt of the signed agreement

Additional Clauses

Assessment Codes:

Assessment Codes are valid for use up to one year from the purchase date or for the duration of Client contracting for assessment services with Gallup, whichever is shorter. After that time, Gallup may invalidate unused codes at its discretion. Unused codes cannot be returned for credit or refund. Individuals will continue to have access to their reports as long as Gallup continues to support the services associated with the particular code used.

Courses:

Any on-site courses, virtual courses, or open enrollment course seats being purchased must be used within 12-months of the purchase date. Any course purchased must be attended and/or held in the country the purchase was made in. Any modification to this will require the mutual agreement of the parties and may impact the pricing of the course.

In Person Course minimum enrollment is 15 and maximum is 30. Virtual and Blended Course along with Webinar Series minimum is 10 and maximum is 24. Webinar minimum enrollment is 10 and maximum is 50. Leader Session and Workshops minimum enrollment is 1 and maximum is 15.

Open Enrollment course registration must be completed at least 2-weeks in advance of the course start date. Open Enrollment course seats may not be used for courses that have sold out prior to attempted registration. Your course seat is not guaranteed until full payment is received.

On-Site and Online Blended courses must be scheduled a minimum of 4 weeks in advance. In the event of course postponement/cancellation a fee for resources committed will be applicable. 8-14 calendar days prior to scheduled course will be charged 50% of course fee; 7 calendar days or fewer will be charged 75% of course fee and non-refundable travel will be invoiced. Course participant list for On-Site courses must be finalized and submitted at least 2-weeks in advance of the course start date.

Any post-session coaching calls must be scheduled within twelve weeks of the course completion. Each coaching call may be rescheduled one time with 48 hours advance notice. Any calls that have not been completed within the twelve-week timeline will be considered completed. Any late cancellations or no shows of coaching calls will be considered completed.

Client may use Content on the Course website and from the Course Kits for personal or organizational purposes after successfully completing the course. Client may not copy or republish Content from the website or Course Kit materials, except for those items specifically designated to be copied. Documents that can be copied and distributed are identified with the following text in the footer of the document: "This document may be copied or reproduced for individual use. It cannot be altered or modified without the written permission of Gallup." In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Any pre-work included with the course seat code, including a CliftonStrengths assessment, is redeemable only for the purpose of attending the contracted course and is not transferrable for purposes outside of the contracted course.

Course fees are inclusive of any materials, assessment codes and coaching calls as applicable for each course participant and are not transferrable to non-attendees.

Course fees are exclusive of participant travel fees, parking fees, catering/venue rental coordination and fees.

Delays and Suspensions:

If Client suspends or delays the Services for more than 45 consecutive days, other than due to a Force Majeure event, Gallup may bill a monthly fee equivalent to USD \$5,000 to compensate for underutilized resources that have been planned and allocated for Client's work, until such delay is eliminated by Client. If such suspension or delay continues for more than 60 consecutive days, Gallup may, in its sole discretion, elect either (i) to continue billing the monthly fee, or (ii) in lieu of such monthly fee, charge a one-time fee of up to 10% of the annual contract price, in each case to compensate for such underutilized resources.

Purchase Orders:

If a Purchase Order (PO) is required by the Client for invoicing, please provide that information at the time of execution of this contract. If the Client fails to inform about the need for a PO in a timely manner, Gallup shall have no obligation to deliver the applicable products or services until such PO is received, and any resulting delay shall be deemed a delay caused by the Client.

VENDOR CONTRACT ADDENDUM
Between
PRAIRIE VIEW A&M UNIVERSITY
And
GALLUP INC

This addendum (“Addendum”) amends and supplements the Unclassified Service (“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 Gallup, Inc., a **corporation, , and state of Washington D.C**, (“GALLUP”) dated Upon Execution. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and GALLUP 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.

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, GALLUP 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 GALLUP under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third

party; (ii) GALLUP's breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of GALLUP 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 Indemnatee's gross negligence or willful misconduct.

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

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

Non-Assignment. GALLUP 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 GALLUP 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
Human Resources - Admin.
700 University Drive
Prairie View
Attention: Patricia Williams
Telephone: 9362611790
Email: ppwilliams@pvamu.edu

With a copy to:

Prairie View A&M University
P.O. Box 519 , M.S. 1311
Prairie View A&M University , Prairie View, Tx 77446-0519
Telephone: 936-261-1902
Email: contracts@pvamu.edu

GALLUP:

Gallup, Inc.
The Gallup Building, 901 F Street, NW
Washington, D.C. 2000
Attention: Janet Gibbon
Telephone: 770.403.0344
Email: Janet_Gibbon@gallup.com

Organization. If GALLUP is a business entity, GALLUP 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 GALLUP has been duly authorized to act for and bind GALLUP. Upon PVAMU's request, GALLUP 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 GALLUP for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by GALLUP, then within thirty (30) days after cancellation and/or termination, GALLUP will reimburse PVAMU for all advance payments paid by PVAMU to GALLUP that were (i) not earned by GALLUP prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from GALLUP 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 GALLUP. 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

Conflict of Interest. GALLUP 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 GALLUP 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*, GALLUP 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 GALLUP to attempt to resolve any claim for breach of contract made by GALLUP that cannot be resolved in the ordinary course of business. GALLUP 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 GALLUP's claim and any counterclaim and negotiate with GALLUP 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-48. GALLUP represents and warrants that GALLUP 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. GALLUP 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, GALLUP will immediately reimburse PVAMU for all prepaid costs.

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

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

Not Eligible for Rehire. GALLUP 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 GALLUP 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*, GALLUP agrees that any payments owing to GALLUP under this Agreement may be applied directly toward certain debts or delinquencies that GALLUP 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. GALLUP 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 GALLUP is an individual, by signing this Agreement, GALLUP 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. GALLUP 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. GALLUP acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and GALLUP will refund to PVAMU all amounts prepaid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade

Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, GALLUP certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. GALLUP acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. GALLUP 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*. GALLUP 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. GALLUP 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, GALLUP 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. GALLUP 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 GALLUP agrees that this Agreement can be terminated if GALLUP knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor’s Office. GALLUP 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. GALLUP agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. GALLUP 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 GALLUP upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

GALLUP, INC.

Signature



Signature

Name

Robert Hall

Name

Title

Partner
Director, Procurement and Contract Admin

Title

Date

July 28, 2026
9/3/2026, 3:17 PM CDT

Date