

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into and effective Upon Execution (“Effective Date”) by and between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (hereafter referred to as “PVAMU”), and JEFFREY ALLEN MURDOCK CONSULTING, LLC (hereafter referred to as “Artist”). PVAMU and Artist are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

This Agreement is for the provision of professional services outlined in the Scope of Work. Artist represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Work, Artist represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

PVAMU and Artist hereby agree as follows:

1. SCOPE OF WORK

- A. Artist will perform the services as set forth in Exhibit A, Statement of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.
- B. Upon execution of this Agreement, all services previously performed by Artist on behalf of PVAMU and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. ARTIST OBLIGATIONS

- A. PVAMU shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Artist for use in the Work under this Agreement. Artist shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Artist by PVAMU, or any other Party, that Artist uses for the Work. Artist shall identify to the PVAMU in writing any such documents or data which, in Artist’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. PVAMU does not warrant the accuracy or suitability of such documents or data as are furnished unless Artist advises PVAMU in writing that, in Artist’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and PVAMU confirms in writing that it wishes Artist to proceed in accordance with the documents or data as originally given.
- B. Artist agrees and acknowledges that PVAMU is entering into this Agreement in reliance on Artist’s represented professional abilities with respect to performing the Work, duties, and obligations under this Agreement. Artist shall perform the Work

in accordance with the usual and customary professional standards of care, skill and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Project (the “Standard of Care”). Subject to this Standard of Care, Artist shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the Work is provided. There are no obligations, commitments, or impediments of any kind known to the Artist that will limit or prevent performance by Artist of its services.

- C. Artist shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform the Work in an expeditious and economical manner consistent with the interests of PVAMU. Artist’s Project Principal(s) responsible for managing the Services is identified in Exhibit A and, while employed by Artist, shall not be changed without the prior written approval of PVAMU.
- D. PVAMU’s approval or acceptance of Artist’s Work shall not relieve Artist of any of its professional duties nor release Artist from any liability for negligent delivery of such Work because PVAMU is, at all times, relying upon Artist’s skill and knowledge in performing the Work. PVAMU shall have the right to reject any of Artist’s services due to any material errors or omissions in any deliverables prepared by Artist or its consultants. Upon notice of any such errors or omissions, Artist shall promptly provide any and all services necessary to correct or remedy them at no additional cost to PVAMU. Artist’s obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which PVAMU may have at law or in equity, or both.
- E. Artist represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Artist’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through July 31, 2027 (the “Term”), unless earlier terminated as provided herein.
- B. 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 (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.
- C. PVAMU may immediately terminate this Agreement if (i) the Artist’s insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the Artist declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- D. PVAMU may terminate this Agreement without cause upon thirty (30) days’ prior written notice to Artist.

- E. In the event that PVAMU terminates this Agreement for cause, PVAMU shall receive a pro-rata refund of any pre-paid amounts.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by Artist under this Agreement, PVAMU shall pay Artist in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to Artist under this Agreement will not exceed 150,000.00 USD without an amendment to this Agreement.
- B. Artist will submit a total of four (4) invoices in accordance with the payment schedule set forth in Exhibit B (Payment Terms) to PVAMU. Each invoice must reference the PVAMU purchase order number (which will be provided to Artist within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that PVAMU may reasonably request to support the invoice amount. 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.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by PVAMU in advance, Artist will be reimbursed by PVAMU according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, Artist will submit to PVAMU receipts, invoices and other documentation as required by PVAMU. Under no circumstances will Artist be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Artist’s place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by virtual card or ACH if the virtual card is not acceptable. Artist is required to register in our supplier portal where Artist can maintain their own profile, including contacts, banking information, and addresses. The portal can be accessed at <https://solutions.scquest.com/apps/Router/SupplierLogin?CustOrg=TAMU>.
- E. As an agency of the State of Texas PVAMU is tax exempt. Tax exemption certification will be furnished to Artist upon request.

- F. PVAMU makes no representations regarding the amount or type of services, if any, that Artist will be asked to provide to PVAMU during the Term of this Agreement. It is expressly understood that PVAMU is under no obligation to request any services from Artist and no minimum amount of work is required or contemplated under this Agreement. All service requests will be made by PVAMU on an as-needed basis, subject to future agreement on the scope of the work and the fee.

5. PVAMU FACILITIES

PVAMU will provide Artist with office space, as needed, to carry out Artist's duties under this Agreement. Any non-consumable items provided by PVAMU will remain PVAMU property at the termination of this Agreement unless otherwise agreed in writing. Artist and its employees will be permitted access to and use of the allocated office space, but PVAMU reserves the right to enter the premises to conduct PVAMU business, as may be reasonably necessary or for health and safety purposes.

6. OWNERSHIP OF CREATED WORKS

The ownership, use, and rights associated with works created under this Agreement are set forth in Exhibit A (Scope of Work), Section VIII, which is incorporated herein by reference as if fully stated herein.

7. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to disclose information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that PVAMU, its affiliates, and their employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to Artist through use of the Services under this Agreement (collectively, the "Customer Data").
- B. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable

information or other personal or private data that is protected under applicable laws or regulations.

- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party's employees, contractors, agents, and other representatives ("Representatives") having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives' compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

8. CUSTOMER DATA PRIVACY

- A. PVAMU shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence ("AI"), PVAMU shall retain all right, title, and interest in and to the AI generated outputs.
- B. Artist shall, within two (2) days of discovery, report to PVAMU any use or disclosure of Customer Data not authorized by this Agreement or in writing by PVAMU. Artist's report must identify: (a) the nature of the unauthorized use or disclosure, (b)

the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what Artist has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action Artist has taken or will take to prevent future similar unauthorized use or disclosure. Artist shall provide such other information, including a written report, as reasonably requested by PVAMU.

- C. Within thirty (30) days of the expiration or termination of this Agreement, Artist, as directed by PVAMU, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to PVAMU or, at PVAMU's option, delete all such Customer Data, if return is not feasible. Artist shall provide PVAMU with at least ten (10) days' written notice of Artist's intent to delete such Customer Data and shall confirm such deletion in writing.

9. COMPLIANCE WITH LAWS

- A. **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.
- B. **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. Artist 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.
- C. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), PVAMU hereby designates Artist as a school official with a legitimate educational interest in any education records (as defined in FERPA) that Artist is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. Artist 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. Artist 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. Artist shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on Artist in this Section, including without limitation, the prohibition on redisclosure. Artist shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

10. INDEMNIFICATION

Subject to the statutory duties of the Texas Attorney General, Artist 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 Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Artist’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Artist 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.

11. INSURANCE

Artist shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit C, attached hereto.

12. AUDIOVISUAL RECORDINGS OF PVAMU PROPERTY

- A. PVAMU grants to Artist and its employees, contractors, agents, licensees and assigns the right to enter, remain on, and occupy **performance and rehearsal facilities** (the “Property”) at a date and time agreed in advance by PVAMU with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Services and undertaking related activities including making and editing audio and video recordings (including without limitation photographs) on and of the Property.
- B. Artist shall have access and egress from the Property to place all necessary facilities, equipment, and temporary sets and structures on the Property. Upon completion of production activities, the Artist shall remove all its facilities, equipment, and temporary sets and structures from the Property and Artist shall restore the Property, including but not limited to landscaping, buildings, fixtures, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of PVAMU and under its supervision.
- C. PVAMU has not inspected the Property as to any existing defects or hazards and specifically does not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon said Property or as to the suitability or non-suitability of the Property for Artist’s purposes. Any person entering upon Property enters at his or her own risk and impliedly accepts Property in the existing conditions.
- D. Notwithstanding this Agreement, the day-to-day operation, use, and management of the Property remains the responsibility and function of the PVAMU and its staff. The

PVAMU reserves the right to make final decisions relating to the use of the Property and its equipment, furnishings, and fixtures.

- E. **Releases from Other Rights Holders.** As between Artist and PVAMU, Artist has the sole responsibility for securing any and all necessary releases, which includes releases for all students, staff, and parents, location agreements, licenses and permits, provided PVAMU will cooperate in good faith and provide assistance as needed. All releases will require the releasing party to hold PVAMU, its officers, officials, employees, and agents harmless in connection with Artist's activities hereunder. Artist will also obtain specific releases (in a form to be provided by PVAMU before any non-directory information on a PVAMU student under FERPA (20 U.S.C. §1232g) will be released by PVAMU to Artist. Artist shall provide copies of all releases to PVAMU within a reasonable period of time after securing such releases or prior to completion of the Services.
- F. **Use of Unmanned Aircraft Systems.** If Artist intends to use an unmanned aircraft system ("UAS") or model aircraft over PVAMU property, Artist must first receive prior approval through PVAMU's UAS supervising authority and be bound by all requirements as described in the UAS supervising authority approval document.

13. MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Entire Agreement.** This Agreement, together with the exhibits hereto, 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.
- C. **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).

- D. **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 Artist's service to PVAMU. Except as specifically required under the terms of this Agreement, Artist (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, Artist is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Artist 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.
- E. **Non-Assignment.** Artist 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.
- F. **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.
- G. **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 Artist 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
Financial Management Services
PO Box 519; MS 1090
Prairie View
Attention: Demetria Howard
Telephone: 9362612103
Email: djhoward@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

Artist:

JEFFREY ALLEN MURDOCK CONSULTING, LLC
7642 Ditch Road
Indianapolis, IN 46260
Attention: JEFFREY ALLEN MURDOCK
Telephone: 901.486.5501
Email: jallenmurdock@gmail.com

Organization. If Artist is a business entity, Artist 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 Artist has been duly authorized to act for and bind Artist. Upon PVAMU's request, Artist 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.

- H. **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.
- I. **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.
- J. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- K. **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.

14. STATE AGENCY CLAUSES

- A. **Conflict of Interest.** Artist 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 Artist or in the transaction that is the subject of this Agreement.
- B. **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*, Artist 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.
- C. **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 Artist to attempt to resolve any claim for breach of contract made by Artist that cannot be resolved in the ordinary course of business. Artist 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 Artist's claim and any counterclaim and negotiate with Artist 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.
- D. **Executive Order GA-48.** Artist represents and warrants that Artist 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. Artist 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, Artist will immediately reimburse PVAMU for all prepaid costs.

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

VetHUB Subcontracting Plan. Artist has indicated it will not subcontract any of its duties or obligations under this Agreement. If Artist will subcontract any of its duties and obligations under this Agreement, Artist 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.

- G. **Loss of Funding.**
 - i. 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 Artist and PVAMU may terminate or cancel this Agreement without further duty or obligation hereunder. Artist 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 Artist for any damages that are caused or associated with such termination or cancellation.
- H. **Non-Waiver of Privileges and Immunities.** PVAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Artist expressly acknowledges that PVAMU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of PVAMU.
- I. **Not Eligible for Rehire.** Artist 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 Artist 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.

- J. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Artist agrees that any payments owing to Artist under this Agreement may be applied directly toward certain debts or delinquencies that Artist 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.
- K. **Prior Employment.** Artist 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 Artist is an individual, by signing this Agreement, Artist 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.
- L. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, Artist certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. Artist acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- M. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Artist certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. Artist acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- N. **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, Artist 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. Artist acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- O. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** Artist 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*. Artist acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

- P. **Public Information.** Artist 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, Artist 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. Artist 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 Artist agrees that this Agreement can be terminated if Artist knowingly or intentionally fails to comply with a requirement of that subchapter.
- Q. **State Auditor's Office.** Artist 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. Artist agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Artist will include this provision in all contracts with permitted subcontractors.
- R. **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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

PRAIRIE VIEW A&M UNIVERSITY

**JEFFREY ALLEN MURDOCK CONSULTING,
LLC**

James R. McKee

J. Murdock

Signature

Signature

James R. McKee

JEFFREY ALLEN MURDOCK

Name

Name

Sr. Vice President, Chief Financial Officer

Title

Title

8/6/2026 | 12:06 PM CDT

8/6/2026 | 10:52 AM CDT

Date

Date