



MARITIME EDUCATION PROGRAM
SPONSORSHIP AGREEMENT

SCHOOL: Hitchcock ISD – Hitchcock High School

ADDRESS: 6629 FM 2004
Hitchcock, TX 77563

PORT HOUSTON: Port of Houston Authority of Harris County,
Texas, a political subdivision of the State of Texas

ADDRESS: 2960 Riverby Rd., Houston, Texas 77020
Attn: Workforce Development Manager

EFFECTIVE DATE: September 1, 2026

SPONSORSHIP AMOUNT: See Exhibit “A”

SPONSORSHIP
RESPONSIBILITIES: See Exhibit “A”

FILE NO.: TBD

This Maritime Education Program Sponsorship Agreement (the “Agreement”) is entered into as of the Effective Date between Port Houston and the School, with reference to the following. Capitalized terms not otherwise defined herein shall have the meanings set forth above. Port Houston and the School are sometimes referred to collectively as the “Parties” and referred to individually as a “Party.”

A. The Port Houston Maritime Education Sponsorship Program (the “Sponsorship Program”) is a Port Houston initiative focused on introducing youth to maritime career opportunities in port-related industries, encouraging higher education in the maritime field, and developing partnerships between port employers and education institutions so that relevant education programs continue to be accessible to develop tomorrow’s maritime workforce.

B. The School carries out a Maritime Education Program for its students (the “Maritime Education Program”).

C. Port Houston and the School intend to work together to support the Maritime Education Program through Port Houston’s Sponsorship Program, as provided herein.

For good and valuable consideration, the Parties agree as follows:

1. Sponsorship Program Award. Port Houston hereby awards the Sponsorship Amount to the School on the terms and conditions herein.

a. The School agrees that it shall use the Sponsorship Amount solely to fund the costs and expenses required to carry out the Sponsorship Responsibilities.

b. The School agrees to obtain Port Houston’s prior approval in writing should there be any material changes or variances to the Maritime Education Program and the Sponsorship Responsibilities. Port Houston’s approval may be withheld or conditioned in its sole discretion.

2. Funding.

a. Port Houston shall pay the Sponsorship Amount to the School no later than forty five (45) days following the Effective Date.

b. The School acknowledges that the award and receipt of the Sponsorship Amount is not a commitment on behalf of Port Houston to provide additional funding. Port Houston may request that the School return any unexpended funds remaining from the Sponsorship Amount at the end of the school year as set forth in Exhibit A.

3. Representations and Warranties. The School agrees, represents, and warrants that:

a. All information and representations by the School in connection with its Maritime Education Program and responsibilities under the Sponsorship Program are true, accurate, and correct, and Port Houston may rely on them in entering into this Agreement and otherwise.

b. The School shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the School, the Maritime Education Program, and the Sponsorship Responsibilities (“Legal Requirements”). Without limiting the foregoing, the School agrees not to use the Sponsorship Amount for any purpose prohibited by law.

c. The School shall not permit discrimination in its activities based on race, creed, color, gender, religion, marital status, age, national origin, ancestry, political affiliation, sexual orientation, disability, veteran status, or any legally-protected status not enumerated in this subsection.

d. Neither the execution, delivery, or performance of this Agreement shall (i) conflict with, violate, constitute a breach of, or a default (with the passage of time or otherwise) under, the terms of any agreement to which it is party, or by which any property of the School is bound, (ii) require the consent of any other person or entity, or (iii) infringe or constitute an infringement or misappropriation of the intellectual property rights of any third party.

e. The School expressly agrees that time is of the essence with respect to this Agreement.

4. Notice of Changes. The School shall notify Port Houston within ten (10) days of the School's knowledge regarding any material change of circumstances which could affect Maritime Education Program, the Sponsorship Responsibilities, or the School's performance hereunder, including but not limited to the following:

a. The School is unable to expend the Sponsorship Amount for Maritime Education Program and the Sponsorship Responsibilities;

b. An expenditure of Sponsorship Program Funds is made that does not carry out the Sponsorship Responsibilities;

c. The senior staff leader of the School overseeing the Maritime Education Program changes;

d. The School's address or contact information changes; or

e. Any adverse event occurs which may affect the Maritime Education Program or the School's performance of the Sponsorship Responsibilities.

5. Discontinuation or Return of Sponsorship Program Funding.

a. Port Houston may discontinue or suspend funding the Sponsorship Amount or demand return of the Sponsorship Amount upon any violation of the terms and conditions of this Agreement, as it determines in its sole discretion, including, but not limited to, upon the following circumstances:

i. Sponsorship Amount funds have not been used for Maritime Education Program and the Sponsorship Responsibilities, or have been used in a manner inconsistent with the terms of this Agreement;

ii. Sponsorship Amount funds have been used in a manner that may, in the sole judgment of Port Houston, expose it to liability;

iii. Port Houston, in its sole discretion, is not satisfied with the progress of the Maritime Education Program or other activities funded by the Sponsorship Amount;

iv. The School fails to provide, or provide in a timely manner, any information Port Houston requires to be submitted by the School;

v. Such information does not comply with Port Houston's requirements or fails to contain sufficient information to allow Port Houston to determine if the School has properly carried out the Maritime Education Program or the Sponsorship Responsibilities;

vi. Any action is taken by the School which, in Port Houston's sole discretion, could reasonably result in public disrepute; or

vii. The Sponsorship Responsibilities can no longer be accomplished.

b. In the event of such determination, Port Houston shall provide notice to the School of the discontinuation or suspension of funding and upon Port Houston's demand, the School shall immediately pay Port Houston the Sponsorship Amount or any portion thereof spent in violation hereof.

6. Records, Reports, and Right to Audit.

a. The School shall keep records satisfactory to Port Houston related to performance of this Agreement, including financial and all other records necessary to accurately and adequately document that the Sponsorship Amount is used exclusively for the Maritime Education Program and Sponsorship Responsibilities and that the School otherwise complies with this Agreement.

b. The School agrees to supply Port Houston with such reports or information as Port Houston may request in connection therewith, including without limitation any report(s) detailing program updates (as may be set forth in the Schedule or otherwise), and such other information as Port Houston may require in its sole discretion.

c. Upon Port Houston's request, such reports shall include, without limitation, the following:

i. An itemized statement of costs incurred by the School in performance of this Agreement;

ii. A description of work conducted by the School during the period to carry out the Maritime Education Program and Sponsorship Responsibilities; and

iii. A description and explanation of any changes to the Maritime Education Program or in carrying out the Sponsorship Responsibilities.

d. At the request of Port Houston, the School shall make all books, ledgers, accounts, files, computer and other records, and personnel involved in performing functions under this Agreement, available to Port Houston and its representatives, auditors, and legal counsel, and permit such Port Houston parties to make copies of such files and records, for the purpose of conducting audits, evaluations, or verifications, or determining compliance with the terms of this Agreement, Legal Requirements, and such other matters as Port Houston deems necessary under this Agreement.

7. Independent Contractor. The Parties agree that the School acts hereunder as an independent contractor. Nothing in this Agreement shall be deemed to create, or constitute, a partnership, an employee/employer relationship, or a joint venture between the Parties.

8. Indemnity and Release.

a. TO THE EXTENT PERMITTED BY LAW, THE SCHOOL SHALL INDEMNIFY, DEFEND (UPON PORT HOUSTON'S REQUEST), HOLD HARMLESS, AND RELEASE PORT HOUSTON AND PORT HOUSTON'S COMMISSIONERS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES, COSTS, DAMAGES, INJURIES, ASSESSMENTS, FINES, PENALTIES, LIENS, REASONABLE ATTORNEYS' FEES AND COURT COSTS, AND AWARDS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING ANY LOSS OF OR DAMAGE TO PORT HOUSTON'S REAL OR PERSONAL PROPERTY OR ITS BUSINESS OPERATIONS (REGARDLESS OF WHETHER A THIRD PARTY ASSERTS A CLAIM), AND THE LOSS OF OR DAMAGE TO ANY PROPERTY, OR INJURY TO OR DEATH OF ANY PERSON, ASSERTED BY ANY PERSON OR GOVERNMENTAL AGENCY (INCLUDING, WITHOUT LIMITATION, THE SCHOOL, ITS EMPLOYEES, AND PORT HOUSTON'S EMPLOYEES) IN CONNECTION WITH (A) ANY INJURIES TO OR DEATH OF ANY PERSON OCCURRING ON ACCOUNT OF OR BY REASON OF THE PERFORMANCE OF THIS AGREEMENT, (B) ANY ACTIVITIES, OPERATIONS, OR OMISSIONS, OF, OR ON BEHALF OF, THE SCHOOL (OR ITS CONTRACTORS, SUBCONTRACTORS, AGENTS, AND/OR THEIR EMPLOYEES), AND (C) ANY VIOLATION OF LEGAL REQUIREMENTS, EXCEPT TO THE EXTENT, IF ANY, EXPRESSLY PROHIBITED BY STATUTE OR CAUSED BY PORT HOUSTON'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

b. The indemnity and release obligations set forth in this section shall survive termination of the Agreement and, subject to the provisions in Section 8(a), remain in full effect regardless of whether or not the loss, damage, or cost is caused in part by any act or omission of a person or entity indemnified or whether liability is imposed upon the indemnified Party under any laws or regulations regardless of the negligence of the person or entity.

9. Sponsorship Program Information.

a. Port Houston is a political subdivision of the State of Texas subject to the requirements of the Texas Public Information Act (Texas Government Code Chapter 552) (the "Act"), and may be required to disclose (upon request) this Agreement and certain other information and documents relating to it, subject to the requirements of the Act. The School agrees that such disclosure as required by the Act or any other legal process shall not expose Port Houston (or any party acting by, through or under Port Houston) to any claim, liability, or action by the School.

b. The School agrees it shall use any information it receives hereunder deemed confidential by Port Houston solely in furtherance of the Sponsorship Responsibilities as permitted by law.

c. Port Houston and the School retain the right to include information relating to this Agreement on their respective websites, and in periodic reports, newsletters, and other materials issued by or on behalf of their organizations and to any public media, provided that the School shall provide Port Houston with any such publicity materials, and Port Houston shall have the right to review and

approve them, prior to their publication or release. Port Houston may include any photographs the School may have provided, the School's logos or trademarks, or other information or materials about the School and its activities, in Port Authority materials.

10. Notices. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail or by other means of receipted delivery if sent to the respective address of the Party as set forth above.

11. General Provisions.

a. Entire Agreement. This Agreement shall constitute the entire agreement between the Parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute but one instrument. The Parties agree that a copy or facsimile of a signature shall be as valid as an original signature, and that a copy of this Agreement showing execution by all parties shall be treated the same as if it contained original signatures.

b. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

c. Waiver. The waiver of enforcement of any term or provision of this Agreement shall not operate or be construed as a waiver of any right hereunder.

d. Governing Law and Venue. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas. Any and all suits, actions at law or judicial proceedings for the enforcement or breach of this Agreement or any provision thereof shall be instituted and maintained in state or federal courts located within Harris County, Texas.

e. Effect of Partial Invalidity. The invalidity of any provision of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

f. Corporation Duly Organized, Etc.; Authority of Person Executing. The person executing this Agreement on behalf of the School personally warrants and represents to Port Houston that (i) the School is a duly organized and existing legal entity under the laws of the State of Texas, (ii) the School has full right and authority to execute, deliver, and perform this Agreement, (iii) the person executing this Agreement on behalf of the School was authorized to do so, and (iv) upon request of Port Houston, such person shall deliver to Port Houston satisfactory evidence of his or her authority to execute this Agreement on behalf of the School.

g. Assignment. This Agreement may not be assigned by the School without the prior written consent of Port Houston, which may be withheld in its sole discretion.

h. Headings. The section headings in this Agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of

the language contained in this Agreement.

i. Survival. Any provisions of the Agreement that by their nature extend beyond termination will remain in effect in accordance with their terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

SCHOOL:

Hitchcock ISD – Hitchcock High School

By: _____

Name: _____

Title: _____

PORT HOUSTON:

Port of Houston Authority of Harris County, Texas

By: _____

Name: Kerrick Henny

Title: Chief Gov't. & Public Relations Officer

APPROVED AS TO FORM:

Counsel

REVIEWED:

Controller

FUNDS ARE AVAILABLE TO MEET THIS OBLIGATION WHEN DUE:

Port Houston Financial Services

Exhibit A

A. Sponsorship Amount: \$2,500

B. Sponsorship Responsibilities.

1. Maritime Education Program. The School shall conduct the Maritime Education Program during the 2026-2027 school year, as described in the executed sponsorship agreement, dated 2026 previously provided to Port Houston (the “Outline”). The Outline shall include, without limitation, a description of the maritime and related course sequences and curricula offered by the School’s Maritime Education Program and supported by the Sponsorship Amount, including dual-credit courses and industry certificates and licensures offered by the School.

2. Deliverables. The following deliverables shall be provided to Port Houston in format(s) reasonably acceptable to it.

a. Information Updates. Upon the earlier of ten (10) days following (i) the request of Port Houston, or (ii) the date of any changes from the Maritime Education Program information provided in the Outline, the School shall provide updates, or information regarding such changes, including without limitation the following:

- i. Maritime and related course sequences and curricula offered or conducted;
- ii. Dual-credit courses offered or conducted;
- iii. Industry certificates and licensures offered; and
- iv. Other updates as reasonably requested by Port Houston.

b. Periodic Summary and Statistical Data. No later than ten (10) days following the request of Port Houston, and no later than thirty (30) days following the end of the school year referenced above, the School shall provide the following information to Port Houston:

- i. Yearly Maritime Education Program enrollment, including demographic information;
- ii. Maritime Education Program student completion, including graduation rates and demographic information;
- iii. Dual-credit course completion, including demographic information;
- iv. Student attainment of industry certificates and licensures, including demographic information;
- v. Enrollment and completion rates of dual credit students in San Jacinto College Maritime and or Houston City College Logistics and Global Supply Chain courses; and
- vi. Other statistical data as reasonably requested by Port Houston.

c. Post-High School Student Information Summary and Statistical Data. No later than ten (10) days following the request of Port Houston, the School shall provide the following Maritime Education Program student data, including demographic information to Port Houston:

- i. Workforce entry
- ii. Post-secondary acceptance
- iii. Other career paths (military, apprenticeship, etc.)

3. Outreach Initiatives. The School shall conduct the following activities as reasonably, acceptable to Port Houston, in connection with its Maritime Program:

- a. Pre- and post- enrollment parent engagement;
- b. Maritime and Logistics Career Technical Education student recruitment (aimed Middle School and 9th grade students);
- c. Participation in the annual Maritime and Logistics Youth Expo;
- d. Hosting the annual Maritime Graduation Celebration, to include recruitment and attendance of prospective students;
- e. Maritime Ambassador (Mentorship) Program;
- f. Pre-school-year professional development workshops, externships, and other opportunities for instructors; and
- g. On-campus college days.