

**ATHLETICS SUPPORT AND DEVELOPMENT AGREEMENT
BETWEEN
EL PASO CHILDREN'S HOSPITAL CORPORATION D/B/A
EL PASO CHILDREN'S HOSPITAL
AND
SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT**

This Athletics Support and Development Agreement ("Agreement") is entered into as of October 1, 2026 ("Effective Date") by and between El Paso Children's Hospital Corporation d/b/a El Paso Children's Hospital, a nonprofit health care organization organized under the laws of the State of Texas, with its principal office located at 4845 Alameda Ave., El Paso, Texas 79905 ("Hospital"); and San Elizario Independent School District, a political subdivision of the State of Texas and an independent school district as defined by the Texas Education Code, with its principal offices at ("District"), and collectively the "Parties."

RECITALS

WHEREAS, Hospital is a Hospital District Management Contractor, as that term is defined in Texas Health & Safety Code Section 285.072, operating pediatric specialty hospital and provider-based clinics in El Paso, Texas; and

WHEREAS, Hospital's primary purpose is to provide pediatric specialty health care services to patients requiring comprehensive pediatric care; and

WHEREAS, Hospital is committed to improving the health and safety of youth and student-athletes in its community and recognizes the critical role of licensed athletic trainers, nurses, coaches, and athletic directors in ensuring student well-being; and

WHEREAS, District employs athletic trainer(s) licensed pursuant to Texas Occupations Code Chapter 451 ("Athletic Trainers"), nurses, coaches, and athletics directors;

WHEREAS, District desires to expand and enhance the level of medical and athletic care available to its student-athletes; and

WHEREAS, District desires to create formal pathways for continuing education credits for its Athletic Trainers, emergency response coordination, and clinical partnerships; and

WHEREAS, Hospital desires to provide financial support for District's Athletic Trainers, and professional development opportunities for the District's Athletic Trainers, nurses, coaches, and athletic directors, as well as clinical coordination to District to strengthen the athletic training staff, nursing, coaching, and athletic director staff.

NOW, THEREFORE, in consideration of the mutual promises herein, and intending to be legally bound, the Parties agree as follows:

ARTICLE I
PURPOSE AND OVERVIEW

This Agreement sets forth the terms under which Hospital will provide financial support, professional development opportunities, and clinical coordination to enhance training services within District schools, as well as the quality and availability of athletic trainers, nurses, coaches, and athletic directors (“Sponsored Initiative”).

ARTICLE II
SPONSORSHIP

- A. Hospital will pay District an annual Sponsorship Contribution of eighty-six thousand dollars (\$86,000.00) annually (the “Sponsorship Contribution”). The Sponsorship Contribution will be paid to District in twelve (12) equal, monthly installments of seven thousand, one hundred and sixty-six dollars and sixty-seven cents (\$7,166.67) in each year of the Agreement. The amount of the Sponsorship Contribution may be modified only by mutual written agreement of the Parties.
- B. In addition to the Sponsorship Contribution, Hospital will provide training and education opportunities for the Athletic Trainers, nurses, coaches, and athletic directors at no additional cost to District.
- C. District will use each annual Sponsorship Contribution exclusively for costs directly related to the salary and benefits for Athletic Trainers.
- D. District will not use any portion of the Sponsorship Contribution on:
 - 1. Overhead, administrative, or unrelated District organizational expenses;
 - 2. Political, lobbying, or advocacy-related activities;
 - 3. Payments or reimbursements to individuals or entities with a conflict of interest related to the Hospital, Hospital’s board or executive leadership, unless fully disclosed and expressly approved in writing by Hospital and handled in accordance with applicable law and District policy;
 - 4. Any activity that would risk noncompliance with applicable federal, state, or local laws, regulations, or tax-exempt status requirements applicable to either Party.
- E. District will:
 - 1. To the extent approved by District and permitted by applicable law and the District’s compensation plan, District will utilize a portion of the Sponsorship Contribution to provide Athletic Trainers with an annual participation incentive of one thousand dollars (\$1,000.00) per Athletic Trainer.

2. Maintain separate accounting records tracking all Sponsorship Contributions received and expended;
 3. Retain original receipts, invoices, and substantiating documentation;
 4. Make such records available for inspection, audit, or reasonable review by Hospital or its authorized representatives upon reasonable advance written notice and solely to the extent such records directly relate to the Sponsorship Contribution, subject at all times to applicable law, including laws protecting student and employee information.
- F. Hospital may withhold or condition any future year's Sponsorship Contribution if District fails to comply with any material provision of this Agreement, including failure to deliver timely reports or expend funds appropriately or timely, provided Hospital first gives District written notice describing the alleged material noncompliance and at least thirty (30) days to cure the noncompliance, or such longer period as reasonably necessary if the matter cannot reasonably be cured within thirty (30) days and District is diligently pursuing a cure.
- G. If this Agreement is terminated, or if District fails to expend funds in accordance with this Agreement, District will, within thirty (30) days of written notice, return to Hospital any unexpended or improperly used funds from the most recent Sponsorship Contribution remaining after payment of expenses and obligations properly incurred by District in reliance upon this Agreement. District will not be required to reimburse Hospital for funds properly expended or irrevocably committed in accordance with this Agreement.
- H. Hospital may also request a final accounting and reconciliation at the conclusion of each Agreement year, and may withhold future payment until District satisfactorily completes such reconciliation following written notice and a reasonable opportunity for District to address any identified deficiency. Hospital's approval of any reconciliation will not be unreasonably withheld, conditioned, or delayed.
- I. Nothing in this Agreement should be construed as obligating Hospital to renew or continue the Sponsorship Contribution beyond the Term. Renewal of contributions will be governed exclusively by this Agreement and will be subject to mutual agreement of the Parties, Hospital's budgetary capacity, and satisfactory performance by District.
- J. District will provide Hospital with an annual program budget or expenditure summary reasonably sufficient to demonstrate use of the Sponsorship Contribution in accordance with this Agreement.
- K. No part of the Sponsorship Contribution will be considered a donation or charitable grant. The Sponsorship Contribution reflects a contractual payment made in exchange for defined performance, branding rights, and programmatic commitments outlined in this Agreement.

ARTICLE III HOSPITAL OBLIGATIONS

- A. Provide funding support to the District as outlined above in Article II.
- B. Offer continuing education, certifications, and training seminars for District's Athletic Trainers, nurses, coaches, athletic directors and other relevant team members as follows:
 - 1. One (1) half-day training (4 hour minimum) prior to the beginning of every school year, on a date and at a time mutually agreed upon by the Parties;
 - 2. In-person quarterly meetings with parents and student athletes as mutually agreed upon by the Parties and coordinated through District. Any such meetings will comply with District policies regarding campus access, communications with students and parents, advertising, and solicitation.
- C. Facilitate access to Hospital's clinical care pathways for student-athletes, students, or their families needing evaluation, emergency services, or follow-up care.

Nothing in this Agreement requires District, its employees, Athletic Trainers, students, or families to refer patients to Hospital or to use Hospital or any Hospital-affiliated provider for healthcare services. All healthcare decisions remain with the student and the student's parent or guardian, as applicable.

- D. Designate a liaison to coordinate care plans and communication between Athletic Trainers, nurses, coaches, and athletic directors and Hospital clinicians as permitted by FERPA, HIPAA, and other applicable privacy laws. Nothing in this provision independently authorizes the disclosure of education records, medical records, or personally identifiable student information.
- E. Hospital will ensure that use of all images used by Hospital, or proposed by Hospital for use, in joint marketing, promotional, and public-facing materials are properly authorized in writing by the student's parent or guardian or the eligible student. Hospital will not use a student's name, image, likeness, voice, education record, or other personally identifiable information without all required authorization by an eligible student, or the student's parent or guardian.
- F. Hospital will provide each Athletic Trainer at each school ten (10) athletic polo shirts, and one (1) athletic polo shirt to each nurse at each school in the District. Such athletic polo shirts will be branded in a manner consistent with this Agreement.

ARTICLE IV DISTRICT OBLIGATIONS

- A. Retain sole responsibility for hiring, credentialing, and supervising all Athletic Trainers.
- B. Ensure that Athletic Trainers comply with all Texas state licensing requirements and professional standards.

- C. Maintain, at District's sole expense, memberships in THSCA for each of its coaches and athletic trainers.
- D. Ensure that Athletic Trainers, nurses, coaches, and athletic directors attend continuing education and training seminars organized for the benefit of the Athletic Trainers, nurses, coaches, and athletic directors.
- E. District agrees that pursuant to Hospital's sponsorship, Hospital will be recognized as a key sponsor and healthcare partner of the District's athletic programs, and receive co-branding and promotional benefits pursuant to the terms of this Agreement.
- F. Permit Hospital to co-brand in accordance with this Agreement, consistent with applicable UIL and District guidelines.
- G. District will ensure that use of images by District, or proposed for use by District, in joint marketing, promotional, and public-facing materials are properly authorized.
- H. District will use reasonable efforts to facilitate introductions or communications between Hospital and each District school's Parent-Teacher Association, Parent Teacher Student Organization, and/or Athletic Booster Club as applicable (collectively referred to as "School-Based Organizations"). Such assistance will include, but not be limited to:
 - 1. Supporting the provision of Hospital's sponsorship-related materials, announcements, notifications, and other relevant communications to the appropriate School-Based Organization.
 - 2. Where a School-Based Organization elects to participate in the Sponsored Initiative, District may reasonably assist the Parties in coordinating sponsorship-related communications, subject to District policy and the independent organization's discretion.
 - 3. Providing reasonable coordination assistance for mutually agreed sponsorship activities involving School-Based Organizations.
 - 4. Facilitating meetings between Hospital personnel and School-Based Organizations when mutually agreed upon.

District does not control independent School-Based Organizations and does not represent or warrant that any such organization will participate in Hospital-sponsored programming, distribute Hospital materials, use Hospital branding, or provide Hospital access to its communication channels.

- I. Participate in data collection and feedback activities reasonably required to measure impact and performance of the support arrangement, including but not limited to providing Hospital with demographic information such as the number of athletes by sport and by school, provided that any information provided under this Section will be aggregated or de-identified and will not include personally identifiable student information, education records, protected health

information, or other confidential information unless disclosure is expressly authorized by applicable law and any required consent has been obtained.

ARTICLE V MARKETING AND BRANDING RIGHTS

- A. District will acknowledge Hospital's financial contribution and strategic partnership in mutually agreed marketing, promotional, and public-facing materials created specifically related to the Sponsored Initiative. Such acknowledgment will include prominent placement of Hospital's approved name and logo to the extent mutually agreed upon and permitted by applicable law, UIL rules, and District policy, and will appear on:
1. Any branded uniforms, shirts, tents, signage, and other physical materials purchased with Sponsorship Contributions to the extent mutually agreed upon and permitted by applicable law, UIL rules, and District policy;
 2. Printed and digital outreach materials, including brochures, flyers, websites, videos, social media posts, and event materials related to the Sponsored Initiative;
 3. Press releases, media communications, and public statements referencing the program or the Athletic Trainers, where appropriate and consistent with Hospital's branding guidelines when mutually agreed upon by the Parties.
- B. District agrees that in all printed and digital outreach materials, including but not limited to brochures, flyers, websites, videos, social media posts, and event materials related to the Sponsored Initiative, District will refer to Hospital as an "Official Healthcare Partner of the District".
- C. District will submit all promotional materials that include or reference Hospital's name, logo, marks, or likeness, whether in print, digital, audiovisual, or social media form to Hospital for written approval. Hospital will provide approval within ten (10) business days of receipt. No such material will be released publicly until Hospital's approval is received in writing. District will not alter or distort Hospital's approved branding in any way.
- D. All uses of Hospital's name, logo, and other brand elements must comply with Hospital's then-current branding standards and guidelines, which Hospital will provide in writing. District will take all reasonable steps to ensure accurate and professional use of Hospital's marks and to preserve the goodwill associated with such marks.
- E. Hospital's approval right does not extend to the substance of District governmental communications, board materials, public-information responses, legally required notices, emergency communications, or other communications that merely identify Hospital factually.
- F. Hospital reserves the right to revoke permission for use of its name, logo, or branding in any material or context that:

Commented [JS1]: For any promotional materials including or referencing the hospital, written approval of the promotional materials as a whole must be obtained. Narrowing language removed.

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1. Is inaccurate, misleading, or inconsistent with the spirit or terms of this Agreement;
2. Reflects poorly on Hospital's public image or is otherwise likely to expose Hospital to reputational or legal risk; or
3. Occurs after termination or expiration of this Agreement, unless otherwise authorized in writing.

Upon such revocation, District will within a commercially reasonable period cease the specified use and will not produce, distribute, or display any new materials incorporating the revoked content. District will not be required to recall, destroy, or replace materials previously produced or distributed in compliance with this Agreement unless the Parties mutually agree otherwise.

- G. Neither Party will state or imply that the other endorses any commercial product, service, political position, or unrelated initiative without the prior written consent of the other Party. The Parties acknowledge that Hospital's support reflects a strategic partnership and not a blanket endorsement of District's full range of activities.
- H. Each Party retains all right, title, and interest in and to its own name, logo, trademarks, service marks, and other brand identifiers ("Marks"). Nothing in this Agreement should be interpreted to confer, by implication or otherwise, any ownership interest in the Marks of the other Party.
 1. Each Party grants to the other a limited, revocable, non-exclusive, non-transferable, royalty-free license to use its Marks solely in accordance with this Agreement and solely for the purpose of acknowledging or promoting the sponsorship. This license shall expire automatically upon the expiration or termination of this Agreement, unless extended in writing by the Parties.
 2. Any use of the other Party's Marks will be subject to prior written approval and ongoing compliance with any brand usage guidelines provided. Each Party will maintain the quality and integrity of the other's Marks and will not use them in any way that disparages, misrepresents, or dilutes their value.
 3. Upon written notice of unauthorized or inappropriate use of a Party's Marks, the offending Party shall immediately cease all such use and take reasonable steps to retrieve or halt the distribution of such materials.
 4. All goodwill associated with such use will inure to the benefit of the Mark's owner.
- I. The Parties will not sublicense, assign, or otherwise permit any third party to use the others Marks or branding without the express written consent of the Mark's or branding's owner. Any unauthorized use by a third party will constitute a material breach of this Agreement.
- J. The Parties agree to collaborate in good faith to plan, coordinate, and execute promotional and community visibility strategies related to the Sponsored Initiative. At Hospital's request,

District will participate in co-branded press events, photograph sessions, or community programming where feasible and with reasonable notice.

ARTICLE VI PUBLIC STATEMENTS AND MEDIA COORDINATION

- A. The Parties agree that all press releases, media advisories, public statements, or public-facing descriptions created primarily for the joint promotion of the Sponsored Initiative will be jointly prepared and mutually approved in writing by each Party prior to distribution. Nothing in this Article restricts either Party from making truthful factual statements concerning the existence or terms of this Agreement or from making disclosures required or authorized by law, including board agendas, meeting materials, minutes, public-information responses, legal filings, regulatory communications, emergency communications, or other communications made in the ordinary course of governmental or healthcare operations. Neither Party will issue any public communication naming or referencing the other Party without the other Party's prior written consent, except as outlined above in this section (Article VI, Section A). This does not affect the Parties' obligations to disclose information where otherwise required by this Agreement or by law. The non-disclosing Party will be provided a reasonable opportunity to review and propose revisions to any such communication before its release.
- B. The Parties will include each other in all public ceremonies, media engagements, and community events related to the Sponsored Initiative. This includes, but is not limited to, ribbon cuttings, awards presentations, sporting events, and news interviews. Hospital and District will be entitled to designate a spokesperson or representative to speak or appear on their behalf in such forums.
- C. Any social media content, website postings, or digital promotional materials created specifically to jointly promote the Sponsored Initiative and using the other Party's Marks referencing the Hospital, District, or the Sponsored Initiative will be subject to the same approval process described in section A, above. Neither Party will tag, reference, or otherwise link to the other Party in online platforms without prior written consent. A Party may revoke such consent at any time for future uses.
- D. The Parties will have no less than five (5) business days to review any proposed public communications or materials requiring its approval. If a Party reasonably withholds approval based on concerns of accuracy, branding inconsistency, reputational harm, or regulatory conflict, the requesting Party will revise such materials in good faith to address the concerns or refrain from publication, and resubmit to the other Party for approval. Approval will not be unreasonably withheld, conditioned, or delayed. If the reviewing Party does not respond within five (5) business days, the proposed material will be deemed approved.
- E. The Parties agree, to the extent permitted by law, to use reasonable efforts to protect from disclosure any non-public, proprietary, or brand-sensitive information provided by the other Party under this Agreement, subject to Article XV and all applicable public-information, records-retention, student-privacy, and healthcare-privacy laws. This includes documents

bearing a party's internal strategies, marketing plans, or proprietary assets such as Marks and branding.

- F. If either Party publishes, distributes, or otherwise releases public-facing materials or statements referencing the other Party in violation of this Agreement, the non-breaching Party will provide the breaching Party written notice and a reasonable opportunity to correct or remove the material. The Parties will cooperate in good faith regarding any appropriate correction or clarification. If a Party fails to make an appropriate correction or clarification as agreed upon by the Parties, the non-breaching Party shall be entitled to the following remedies, in addition to any others available under law and equity:
1. Immediate written retraction or clarification in a format and forum mutually agreed upon;
 2. Removal or correction of the unauthorized material from all digital and physical media immediately. For the purposes of this section (Article VI, Section (F)), immediately means as soon as possible, but in not later than the next business day once notified by the non-disclosing Party of the unauthorized material;
 3. Reimbursement of reasonable out-of-pocket costs incurred to mitigate reputational harm or regulatory risk directly resulting from the unauthorized disclosure, only where such costs are reasonably substantiated;
 4. Temporary suspension of any branding or publicity rights granted under this Agreement until corrective action is completed.
- G. Nothing in this Section creates liability or remedies against District or Hospital beyond those available under applicable Texas law, and nothing waives District's governmental immunity.
- H. The provisions of this Article relating to previously published materials and unauthorized post-termination use of a Party's Marks will survive expiration or termination only to the extent reasonably necessary to protect the Parties' respective intellectual-property rights.

ARTICLE VII EXCLUSIVITY

- A. District agrees that during the Term of this Agreement, it will not accept funding, in-kind support, or sponsorship of any kind from any entity that offers services materially similar to those provided by Hospital, including adult and pediatric hospitals and services, health systems, urgent care networks, telehealth providers, physicians, physician groups, nurse practitioners, physical therapists, or other medical service providers (each a "Competitor"), without the express written consent of Hospital.
- B. District will not display, distribute, or permit the use of any materials, logos, uniforms, signage, or messaging associated with a Hospital Competitor at any event, program, or public activity related to the Sponsored Initiative or District student athletics.

- C. If District intends to expand the Sponsored Initiative or launch a substantially similar initiative during the Term, or within six (6) months after its expiration or termination, Hospital will have the right of first refusal to match any written, bona fide offer made by a third party for exclusive sponsorship. District will provide Hospital with written notice of such opportunity, including the name of the third party, material terms, and Hospital will have thirty (30) days to accept or decline in writing.
- D. District will not disclose the financial terms or other terms of this Agreement to any potential sponsor or funding entity that may be considered a Competitor of Hospital. This restriction shall survive the expiration or termination of this Agreement for a period of one (1) year. Nothing in this Agreement restricts District from disclosing this Agreement or its terms as required or permitted under the Texas Public Information Act or other applicable law
- E. A breach of this Section will be considered a material breach of this Agreement. In the event of an uncured material breach, Hospital may:
 - 1. Require District to immediately cease all co-branding and remove Hospital's Marks from all public-facing materials and events;
 - 2. Terminate this Agreement for cause upon ten (10) business days' written notice and withhold any unpaid Sponsorship Contributions;
 - 3. Require a public statement clarifying the status of the sponsorship and disassociating Hospital from the competing sponsorship;
 - 4. Seek reimbursement of any portion of the Sponsorship Contribution that, in Hospital's reasonable determination, was rendered ineffective or devalued due to the breach of exclusivity.
- F. For a period of six (6) months following the termination or expiration of this Agreement, District will not enter into a sponsorship or funding agreement with a Competitor of Hospital for the Sponsored Initiative, or a substantially similar program, unless Hospital has declined its right of first refusal in accordance with subsection (C) above.

ARTICLE VIII TERM AND TERMINATION

- A. The initial term of this Agreement will commence on the Effective Date and will continue for a period of five (5) years (the "Initial Term"), unless terminated earlier in accordance with the provisions of this Agreement.
- B. No later than eighteen (18) months following the Effective Date, the Parties will confer in good faith to evaluate the effectiveness of the sponsorship, including the achievement of implementation plan performance objectives, branding visibility, and alignment with each Party's strategic goals.

- C. Upon expiration of the Initial Term, this Agreement may be renewed for successive one (1) year terms (each, a "Renewal Term") upon mutual written agreement of the Parties at least ninety (90) days prior to the expiration of the then-current term. Any renewal will be on such terms as the Parties may mutually agree.
- D. Either Party may terminate this Agreement without cause after the first anniversary of the Effective Date by providing ninety (90) days advance written notice to the other Party. In the event of such early termination, District shall return to Hospital any unexpended sponsorship funds after payment of expenditures and obligations properly incurred before the effective date of termination, along with a final accounting of expenditures and programs goals achieved.
- E. Either Party may terminate this Agreement for a material breach by the other Party if the breaching Party fails to cure such breach within thirty (30) days after written notice. If the breach cannot reasonably be cured within thirty (30) days, termination will not occur so long as the breaching Party timely begins corrective action and diligently pursues completion of the cure.

ARTICLE IX INDEPENDENT STATUS OF DISTRICT

- A. District acknowledges that it retains full and independent control over the hiring, supervision, and deployment of Athletic Trainers.
- B. Hospital assumes no responsibility for employment-related decisions or liabilities, and nothing in this Agreement should be interpreted to create a joint venture, partnership, fiduciary, or agency relationship between the Parties.
- C. Nothing contained herein will be construed as creating the relationship of employer and employee between District and Hospital, insofar as Hospital will not direct District in its management of its employees, or in any manner interfere with the professional clinical judgment of its Athletic Trainers, nurses, coaches, administrators, or other District employees.
- D. No District employee, to specifically include the Athletic Trainers, will be included in any employee retirement or fringe benefit plan of Hospital, and will not be covered by Hospital's Worker's Compensation Coverage.
- E. Hospital will not withhold monies for state or federal income tax or Social Security payments, and the fees stipulated herein will be paid in full to District without deductions of any kind. District will be responsible for payment of Social Security and state and federal income taxes for its employees.
- F. Nothing in this Agreement gives Hospital authority to direct, supervise, evaluate, discipline, or control any District employee or to make or influence employment decisions concerning any Athletic Trainer or other District employee.

ARTICLE X COMPLIANCE WITH LAW AND UIL GUIDELINES

A. Each Party will ensure that all activities, expenditures, and representations for which that Party is responsible under this Agreement, including those involving the Athletic Trainers, nurses, coaches, and athletic directors and any marketing, educational, or athletic programming, comply fully with all applicable laws, regulations, and institutional policies, including but not limited to:

1. Compliance with all applicable provisions of federal, Texas state, and local law, including but not limited to:

- a) Education law and public school governance regulations;
- b) Employment and wage laws governing District and its employees; and
- c) Procurement and conflict-of-interest laws applicable to public entities;

2. Strict compliance with all rules, regulations, and guidance issued by the University Interscholastic League (UIL), including but not limited to those governing:

- a) Advertising and commercial sponsorships;
- b) Use of school branding and athlete likeness;
- c) Permitted and prohibited external relationships affecting student-athlete eligibility or competition rules;
- d) Staffing and credentialing of Athletic Trainers, nurses, coaches, and athletic directors as applicable.

B. Where applicable, District will comply with the Family Educational Rights and Privacy Act (FERPA) and any comparable state student privacy laws in connection with program activities, branding, communications, or data sharing.

Hospital will comply with HIPAA and all other federal and state laws applicable to medical records, protected health information, healthcare marketing, and patient communications. Neither Party will require the other Party to disclose information prohibited from disclosure by applicable law.

C. Upon Hospital's written request, District will reasonably cooperate in addressing specific, documented compliance concerns directly related to the Sponsored Initiative. Nothing in this Section requires District to disclose privileged, confidential, student, personnel, or other legally protected information.

D. A material failure to comply with applicable law or this Section will constitute a material breach of this Agreement. If such failure occurs, Hospital may exercise its rights under Article VIII after providing the notice and opportunity to cure required by that Article, except where immediate action is required by law.

E. Each Party represents that, to the extent applicable to its performance under this Agreement, it will comply with applicable federal exclusion and debarment requirements. Each Party will notify the other within seven (7) business days of the time the Party receives such notice, if it becomes aware that an individual materially involved in performing that Party's obligations

under this Agreement has become excluded or debarred in a manner that legally prohibits continued performance.

- F. District personnel participating in Sponsored Initiative activities occurring on Hospital premises will comply with reasonable Hospital safety and security requirements communicated in advance, provided such requirements do not conflict with applicable law, District policy, or the Texas Constitution. District represents and warrants that neither it, nor its employees participating in Sponsored Initiative activities have been (a) convicted of a criminal offense related to healthcare (unless such person or entity has implemented a compliance program as part of an agreement with the federal government); or (b) listed by a federal agency as debarred, excluded or otherwise ineligible for federal program participation under 42 U.S.C. 1320a-7, the OIG List of Excluded Individuals/Entities and/or the General Services Administration list of debarred contractors.
- G. District will notify Hospital within seven (7) business days of the time District receives notice of any final action being taken against District or its employees providing services under this Agreement which results in its exclusion from participating in the Federal health care programs. District acknowledges that Hospital may terminate this Agreement without penalty or further payment upon the resolution of a pending criminal charge or proposed disbarment or exclusion which results in a conviction, disbarment or exclusion of District or its employees.
- H. .
- I. District represents and warrants that neither it nor its employees participating in the Sponsored Initiative are listed by federal or state agency as debarred, excluded or otherwise negligible for participation in federally funded programs, and will notify the Hospital immediately of any allegations that would affect this status. For the purposes of this section (Article X, Section I), “immediately” means within twenty-four (24) hours.

ARTICLE XI DATA AND RECORDS

- A. District will maintain accurate, complete, and segregated records relating to all activities funded or supported by this Agreement, including:
 - 1. Receipt and use of all Sponsorship Contributions;
 - 2. Employment, deployment, and compensation of Athletic Trainers;
 - 3. Procurement and use of branded materials and other sponsorship-related expenditures;
 - 4. Public communications and media activities referencing Hospital or the Sponsored Initiative.

Records will be maintained in accordance with applicable law and the District's adopted records-retention schedules. Nothing in this Agreement requires District to retain records beyond the period required by applicable law and District policy.

- B. District will provide Hospital with a comprehensive written report no later than thirty (30) days following each anniversary of the Effective Date. Each report will include:
1. A detailed financial accounting of how the Sponsorship Contribution was used;
 2. A narrative summary of program implementation, outcomes, and any changes to scope or delivery; and
 3. Metrics of impact or reach, including relevant student, family, or community engagement statistics, if available provided such information will be aggregated or de-identified and will not include personally identifiable student information, education records, protected health information, or other legally protected information.
- C. Hospital will have the right to request interim updates or clarifications relating to the use of funds, compliance with obligations, or public representation of the Sponsored Initiative. District agrees to provide such updates within a reasonable time following request, not to exceed ten (10) business days, unless otherwise agreed to in writing.
- D. Hospital or its designated representative will have the right, upon at least ten (10) business days written notice and during normal business hours, to inspect and audit District's records directly related to the receipt and expenditure of Sponsorship Contributions. District may satisfy an audit request by providing copies, summaries, or other documentation reasonably sufficient to demonstrate compliance. Hospital will have no right to inspect student education records, student health records, confidential personnel records, attorney-client privileged information, or information otherwise protected from disclosure by law. Any audit will be conducted in a manner that does not unreasonably interfere with District operations and at Hospital's expense.
- E. Any data collected, generated, or received through the Sponsored Initiative that specifically relates to Hospital's branding, funding outcomes, or engagement may be used by District for internal evaluation and public reporting, subject to applicable laws protecting student or individual privacy. District will not sell or commercialize any data derived from Hospital-funded activities without Hospital's prior written consent.

Nothing in this Agreement grants Hospital ownership of, or independent access to, District student records, employee records, health information, or other District data.

- F. Failure to timely submit required reports, maintain accurate records, or respond to reasonable information requests will constitute a material breach of this Agreement. In such event, Hospital may withhold future contributions, suspend branding rights, or take such other action as provided under this Agreement.

ARTICLE XII INTELLECTUAL PROPERTY

- A. Each Party will retain all right, title, and interest in and to any intellectual property, materials, designs, trademarks, logos, copyrights, proprietary methods, and other protected works developed or acquired independently of this Agreement (“Preexisting IP”). Nothing in this Agreement should be construed to transfer or license such rights except as explicitly stated herein.
- B. Any materials, content, curricula, designs, videos, photographs, or written work product developed jointly by the Parties in connection with the Sponsored Initiative (“Joint IP”) will be used by the Parties only as mutually agreed in writing. Each Party retains ownership of materials created solely by that Party. However:
 - 1. No Party may commercially exploit or publicly distribute Joint IP after the termination or expiration of this Agreement without the other Party’s written consent;
 - 2. Either Party may require cessation of future public use of its Marks following termination, provided that nothing in this Agreement requires District or Hospital to destroy or alter records that must be retained under applicable law;
 - 3. Where Joint IP incorporates any Preexisting IP of Hospital, such Preexisting IP will remain the sole property of Hospital, and District will have no continuing right to use it outside of the term of this Agreement.
- C. To the extent necessary to fulfill the obligations of this Agreement, each Party grants to the other a non-exclusive, non-transferable, royalty-free license to use the other’s Preexisting IP solely for the execution of the Sponsored Initiative and solely during the Term. Such license shall automatically expire upon termination or expiration of this Agreement unless renewed in writing.
- D. Upon expiration or termination of this Agreement:
 - 1. Each Party will retain archival copies of Joint IP, subject to confidentiality and non-disparagement obligations and applicable records-retention requirements;
 - 2. Either Party may, at its discretion, request certification that all Joint IP containing its Preexisting IP has been deleted, destroyed, or permanently de-branded from public-facing use, except to the extent retention is required by law or District records-retention requirements;
 - 3. Any materials incorporating Hospital’s trade dress, slogans, or visual identity will not be used, adapted, or reformatted by District without express written consent of Hospital.
- E. Each Party will promptly notify the other of any known or suspected infringement, misuse, or unauthorized use of any Joint IP or licensed Preexisting IP. Each Party retains the right to

enforce its own intellectual-property rights. Any enforcement relating solely to Joint IP will be undertaken only as mutually agreed by the Parties.

- F. The provisions of this article (Article XII) shall survive the expiration or earlier termination of this Agreement for so long as either Party retains access to or control over Joint IP or the other's Preexisting IP.

ARTICLE XIII INDEMNIFICATION AND INSURANCE

- A. Each Party will be responsible for its own acts and omissions and those of its officers, employees, agents, and representatives to the extent liability is imposed by applicable law. Nothing in this Agreement will be construed as creating or expanding any liability of District, waiving any governmental or official immunity, creating a cause of action against District that does not otherwise exist, or waiving any defense, limitation of liability, or other protection available to District or its officers or employees under Texas law.
- B. District will maintain, at its own expense and throughout the Term of this Agreement, insurance or self-insurance coverage in such types and amounts as District determines appropriate and as required by applicable law, including:
1. General liability coverage;
 2. Educators' legal liability or public officials' liability;
 3. Workers' compensation coverage for District employees, as required by applicable law;
 4. Automobile liability coverage as maintained by District in the ordinary course of its operations.
- C. Upon Hospital's written request, the District must provide a certificate of coverage or self-insurance letter verifying such protection.
- D. Hospital will maintain, at its own expense, general liability and professional liability insurance customary for a Texas healthcare provider engaged in community and educational partnerships and workers' compensation as applicable to Hospital's performance under this Agreement. Hospital will provide evidence of such coverage upon Hospital's reasonable request.
- E. Nothing in this Section or Agreement is intended to create, and will not be deemed to create, any rights in or benefits for any person or entity not a Party to this Agreement, including any student, employee, or third-party participant.
- F. The indemnification and insurance obligations set forth in this Section shall survive the expiration or earlier termination of this Agreement for a period of four (4) years or for so long as a claim arising from this Agreement may lawfully be brought under Texas law.

ARTICLE XIV

NON-SOLICITATION OF PERSONNEL

- A. District recognizes the special relationship that exists between Hospital and its personnel in that recruiting and training of such personnel by Hospital is costly, time consuming, and District will not, during the term of this Agreement or thereafter directly or indirectly through any means or manner impair or initiate any attempt to impair the relationship which exist between Hospital and the personnel it employs or retains and shall not employ or contract with such personnel. District will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any employee of Hospital. Should District violate this article (Article XIV), District will reimburse Hospital for its reasonable costs in recruiting and training a replacement employee.
- B. Hospital recognizes the special relationship that exists between District and its personnel in that recruiting and training of such personnel by District is costly, time consuming, and Hospital will not, during the term of this Agreement or thereafter directly or indirectly through any means or manner impair or initiate any attempt to impair the relationship which exist between District and the personnel it employs or retains and shall not employ or contract with such personnel. Hospital will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any employee of District. Should Hospital violate this article (Article XIV), Hospital will reimburse District for its reasonable costs in recruiting and training a replacement employee.

ARTICLE XV CONFIDENTIALITY

- A. As used in this Agreement, the term “Confidential Information” means any and all confidential, proprietary, or trade secret information, whether disclosed, directly or indirectly, verbally, in writing, or by any other means in tangible or intangible form, including that which is disclosed by or on behalf of Hospital, or developed specifically from Hospital’s Confidential Information, applicable to or in any way related to: (i) patients with whom Hospital has, through the members of its Medical Staff, a physician/patient relationship; (ii) the present or future business or financial performance of Hospital or any affiliate of Hospital; (iii) the research and development of Hospital or any affiliate of Hospital; (iv) information regarding the physicians of Hospital or any affiliate of Hospital; (v) information relating to Hospital’s sources and practices of referring physicians; or (vi) information relating to Hospital’s relationships with third party payors and other health care facilities. By way of further definition, and without limiting the generality of the foregoing, Confidential Information includes (a) the development and operation of Hospital’s program to provide services, including information relating to budgeting, staffing needs, marketing, research, equipment capabilities, and other information concerning such facilities and operations; (b) billing practices and contractual arrangements between Hospital and insurers or managed care associations or other payors; (c) the databases of Hospital; (d) the clinical and research protocols of Hospital; (e) coding guidelines and algorithms developed by Hospital; (f) the referral sources of Hospital; (g) Hospital’s practice management methods; and (h) other confidential information of Hospital that is not generally known to the public, including donors and fundraising efforts. The Parties agree that, as between them, Confidential Information may

include important proprietary or trade secret information of Hospital to the extent such information qualifies for protection under applicable law. District acknowledges that the Confidential Information specifically enumerated above, is special and unique information and is not information that would be considered a part of the general knowledge and skill District has or might otherwise obtain and that District did not possess any of it prior to this Agreement. District further acknowledges that this Confidential Information is constantly changing and being developed so that over time, District will be exposed to, and provided, new Confidential Information in addition to that provided at the Effective Date. Notwithstanding the foregoing, Confidential Information shall not include any information that (1) was known by District from a third party source before disclosure by or on behalf of Hospital; (ii) becomes available to District from a source other than Hospital that is not bound by a duty of confidentiality to Hospital; (iii) becomes generally available or known in the industry other than as a result of its disclosure by District; or (iv) has been independently developed by the District and may be disclosed by District without breach of this Agreement, provided, in each case, that District shall bear the burden of demonstrating that the information falls under one of the above-described exceptions; or (v) is required to be disclosed pursuant to applicable law, including the Texas Public Information Act, subject to Section F below.

- B. Hospital and District acknowledge and agree that (i) District has been or will be given the Hospital's Confidential Information, and District is hereby granted new and further access and rights to continue to possess such Confidential Information, subject to certain restrictions on disclosure as set forth herein; (ii) Hospital has or will disclose new Confidential Information contemporaneously with the execution of this Agreement that District had not previously received and will disclose additional Confidential Information to District which District needs in order to perform hereunder and which District desires to obtain the benefit of in connection with his Agreement with Hospital; (iii) Confidential Information developed by Hospital, or developed by District specifically from and incorporating Hospital's Confidential Information, will remain subject to the confidentiality protections of this Article; and (iv) such Confidential Information is of significant value to Hospital.
- C. District acknowledges the proprietary interest of Hospital in Hospital's Confidential Information disclosed to District under this Agreement. District acknowledges and agrees that the unauthorized disclosure of any Confidential Information may cause material harm to Hospital and may constitute a material breach of this Agreement if such disclosure is material and is not cured to the extent reasonably capable of cure, subject to applicable law and the provisions of Section F below.
- D. District specifically agrees that District will not at any time, whether during the term of this Agreement or at any time thereafter—regardless of whether such Agreement is terminated with or without cause—in any fashion, form, or manner, unless specifically consented to in writing by Hospital, either directly or indirectly, use, divulge, disclose, or communicate to any person, firm, or hospital, in any manner whatsoever, any Confidential Information of any kind, nature, or description concerning any matters affecting or relating to the business of Hospital, except as necessary to provide patient care to perform District's obligations under this Agreement, or as permitted or required by applicable law, including the Texas Public Information Act.

- E. All notes, data, forms, reference materials, diagrams, formulae, memoranda, computer printouts, or other documentation and records provided by Hospital and containing Hospital Confidential Information will remain the property of Hospital, except for District records created or maintained in the ordinary course of District operations, which incorporate or reflect in any way the Confidential Information described above, shall belong exclusively to Hospital, and District agrees to deliver any such property in its possession or under its control, and any copies thereof, including all electronic copies, to Hospital upon termination of this Agreement for any reason. District shall not take or retain any documents or other information, or any reproduction or excerpt thereof, containing or pertaining to any Confidential Information except to the extent retention is required by applicable law, District records-retention requirements, litigation hold, audit requirements, or the ordinary maintenance of District governmental records. Any Confidential Information retained for such purposes will remain subject to the protections of this Article for so long as it is retained.
- F. Notwithstanding the foregoing, Hospital understands and acknowledges that District is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The parties acknowledge and agree that the District will only be obligated to perform its duties under this section and this Agreement in compliance with the Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Public Information Act, District will be relieved of said duties without penalty or further liability. In the event either party receives a request under the Public Information Act for Confidential Information, it will promptly notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that District may request a determination from the Attorney General of the State of Texas in regard to the application of the Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that the District, its officers and employees will have the right to rely on the determinations of the Texas Attorney General, and that District, its officers and employees will have no liability to Hospital for disclosure to the public in reliance on a decision by the Attorney General. Further, in the event that Texas Government Code Section 552.371 applies to the contract, the parties agree to the following statement: "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract [Agreement] and the contractor or vendor agrees that the contract [Agreement] can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Nothing in this agreement will require Hospital or District to violate the terms of the Public Information Act.

ARTICLE XVI MISCELLANEOUS

- A. If any provision of this Agreement is construed to be illegal or invalid, it will not affect the legality or validity of any other provisions hereof provided that any invalid provision is not material to the overall purpose and operation of this Agreement, and the illegal or invalid provision will be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein, but all other provisions will continue to the extent that they substantially reflect the Agreement contemplated by the parties.

- B. All signatories to this Agreement warrant their authority to execute this document.
- C. This Agreement constitutes and expresses the entire Agreement between the parties regarding the subject matter addressed and will not be amended or modified except by written instrument signed by all parties.
- D. For the purpose of determining the place of Agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and will be governed by the laws of the State of Texas. Venue for all causes of action arising from or in connection with this Agreement will be in El Paso County, Texas.
- E. Neither party will have the right to assign or otherwise transfer any rights, interests, or obligations under this Agreement without prior written consent of the other party.
- F. Neither party will be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.
- G. The terms and provisions contained in this Agreement will inure to the benefit of and be binding upon the parties hereto and their successors in interest, legal representatives and permitted assigns, except as otherwise herein expressly provided. No person or entity other than the parties, except governmental entities to the extent required by law, will be entitled to bring any action to enforce this Agreement, and the terms of this Agreement are intended solely for the benefit of, and to be enforceable only by, the parties or their respective successors in interest or assigns as permitted under this Agreement.
- H. Except as otherwise provided, no term or condition of this Agreement will be waived except by written waiver of the waiving party. The forbearance or indulgence by a party in any regard whatsoever will not constitute a waiver of the term or condition to be performed by the other party, and until complete performance by the other party of such term or condition, the forbearing party will be entitled to invoke any remedy available under this Agreement or by law despite such forbearance or indulgence. The waiver by a party of any breach of any term or condition of this Agreement will apply to and be limited to the specific instance involved and will not be deemed to apply to any other instance or to any subsequent breach of the same or any other term or condition of the Agreement.
- J. All notices under this Agreement will be sent to the following addresses:

If to Hospital:

President & Chief Executive Officer
4845 Alameda Avenue
El Paso, Texas 79905

If to District:

Superintendent
1050 Chicken Ranch Road
San Elizario, Texas 79849

Any notice required or permitted under this Agreement will be mailed by certified mail, return receipt requested, to the addresses above. A party may change its address by giving notice in compliance with this section.

K. HOSPITAL ACKNOWLEDGES THAT DISTRICT IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, IS REQUIRED TO COMPLY WITH THE LAWS OF THE STATE OF TEXAS, AND HOSPITAL ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

1. Nothing in this Agreement waives or modifies District's governmental immunity or any limitation on liability available under Texas law. To the extent the Texas Tort Claims Act applies to District, District's liability will be governed solely by the applicable provisions and limitations of Chapter 101, Texas Civil Practice and Remedies Code, including Section 101.051.
2. To the extent applicable to this Agreement, pursuant to Chapter 2271, Texas Government Code, Hospital represents that Hospital does not boycott Israel and will not boycott Israel during the term of the Agreement.
3. To the extent applicable to this Agreement, Hospital represents that it is not a company engaged in business with Iran, Sudan or a foreign terrorist organization as defined under Chapter 2252, Texas Government Code, and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Texas Government Code Sections 2252.153 or 2270.0201.
4. To the extent applicable to this Agreement, Hospital provides any verification required by Chapter 2274, Texas Government Code, concerning discrimination against firearm entities or firearm trade associations, and any verification required by Chapter 2276, Texas Government Code, concerning the boycott of energy companies.

L. Nothing in this Agreement will limit or influence the right of a student, parent, guardian, employee, Athletic Trainer, or other healthcare provider to select an independent healthcare provider or facility. District makes no representation or guarantee concerning referrals, patient volume, use of Hospital services, or healthcare decisions by students or families. No Sponsorship Contribution or other benefit under this Agreement is conditioned upon the referral of patients to Hospital or any Hospital-affiliated provider.

M. Nothing in this Agreement grants Hospital authority over District policy, curriculum, student discipline, employment decisions, athletic operations, healthcare protocols adopted by District, procurement decisions, governmental communications, or the exercise of any statutory or constitutional authority of District or its Board of Trustees.

(The remainder of this page intentionally left blank)
(Signatures on following page)

IN WITNESS WHEREOF, the parties have hereunto set their hands.

**EL PASO CHILDREN'S HOSPITAL CORPORATION D/B/A
EL PASO CHILDREN'S HOSPITAL**

CINDY A. STOUT, DNP, RN, NEA, BC
President and Chief Executive Officer

Date _____

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

DR. JEANNIE MEZA-CHAVEZ
Superintendent

Date _____