

FIRST AMENDMENT TO AGREEMENT BETWEEN UNIVERSITY AND ORGANIZATION

This First Amendment to Agreement between University and Organization ("Amendment") is dated effective as of the later of **September 1, 2019** or date fully executed by both parties ("Effective Date"), and is entered into by and between The University of Texas at Austin ("University"), an agency and institution of higher education organized under the laws of the State of Texas, and Ector County Independent School District, an independent school district in the State of Texas ("Organization").

University and Organization entered into that certain Agreement between University and Organization dated effective June 15, 2018 (the "Agreement").

University and Organization now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Recitals A.** is hereby amended by changing the school site from Falcon Early College High School, 4940 Founders Rd., Odessa, TX 79762 to Odessa Collegiate Academy, 201 W University Blvd, Odessa, TX 79762.
2. **Section I. Term of Agreement** is hereby amended by extending the Term of the Agreement from August 31, 2021 to August 31, 2023.
3. **Section III. Responsibilities of Organization, #3. Notification and responsibilities in case of teacher resignation prior to or during implementation** is hereby amended and restated in its entirety and shall hereafter be and read as follows:

In the event the *Engineer Your World*-trained teacher resigns from Organization before course instruction has begun for a given academic year and a replacement teacher cannot be trained by *Engineer Your World* prior to that academic year, Organization will notify UTeach*Engineering* immediately and will not offer the course that academic year. The terms of Section III, Item 2 will apply. If Organization fails to identify a suitable replacement teacher for the remainder of the contract period, then Organization will cease to offer the course and Organization will be responsible for payment of all curriculum licensing fees as described in Section IV of this Agreement.

In the event the *Engineer Your World*-trained teacher resigns from Organization while the course is underway and Organization desires to continue implementation of the course, Organization will notify UTeach*Engineering* immediately. Organization will identify a replacement teacher and submit teacher credentials to UTeach*Engineering* within ten (10) business days.

UTeach*Engineering* may accept or reject the replacement teacher and may terminate this Agreement at its discretion. If the teacher is approved by UTeach*Engineering*, the teacher may continue teaching the course, with instructional support from UTeach*Engineering* (provided for a fee of \$500), and will attend the fee-based professional development institute during the following summer. If the replacement teacher is not approved by UTeach*Engineering*, Organization shall cease teaching the course for the remainder of the academic year. The terms of Section III, Item 2 will apply.

4. **Section IV, Payment Terms and Billing**, is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Fees for items outlined in Section II are as follows:

Campus Fee:**	2020-2021	2021-2022	2022-2023
Professional Development Institute (PD) fee (Per teacher)	N/A*	N/A*	N/A*
Academic Year Curriculum Licensing fee (Per Campus)	\$3,000	\$3,000	\$3,000
Ongoing PD and Induction Support fee (per teacher)	N/A	N/A	N/A
Total	\$3,000	\$3,000	\$3,000

**Assuming the same teacher continues teaching the course. If a new teacher needs to be trained, the fee to attend the professional development institute is \$2,000.*

***Ector County Independent School District planned to implement the program beginning in the 2018-19 school year, but needed to defer implementation by two years. UTeachEngineering, through funding provided by the University of Texas System, paid the Summer 2018 \$2000 PD fee for their designated teacher and also provided ~\$4,000 of equipment and supplies to the campus.*

The Professional Development Institute fee will be due at the time of registration. Payment must be received in full prior to the teacher arriving onsite at training. Cancellation requests must be received in writing two weeks prior to the PD start date in order for a full refund to be provided. After this time, no refund is available.

An invoice for the Curriculum Licensing fee and Ongoing PD and Induction Support fee (if applicable) will be provided by UTeachEngineering each year beginning on September 1 and will be payable within 30 days of receipt of invoice. Payment shall be sent to the attention of:

Lauren Cotlar, EventCoordinator
 UTeachEngineering, Cockrell School of Engineering
 The University of Texas at Austin
 10100 Burnet Rd, Bldg #133 MC R7100
 Austin, TX 78758
 Phone (512) 471-4706 Fax (512) 471-1720
lcotlar@austin.utexas.edu

Checks should be made payable to The University of Texas at Austin.

5. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
6. This Amendment embodies the entire agreement between University and Organization with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
7. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

8. An Amendment to Attachment A of the Agreement, "Copyright License Agreement" is attached to this Amendment and incorporated for all purposes.

9. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Organization have executed and delivered this Amendment effective as of the Effective Date.

Ector County Independent School District

The University of Texas at Austin

By: _____

By: _____

Name: _____

Name: Linda Shaunessy

Title: _____

Title: Business Contracts Administrator

Date: _____

Date: _____

**ATTACHMENT A
AMENDMENT #1 TO
COPYRIGHT LICENSE AGREEMENT**

This Amendment #1 to the Copyright License Agreement ("Amendment") is made and entered into as of September 1, 2019 ("Amendment Effective Date") by and between Ector County Independent School District, ("Licensee") and the Board of Regents ("Board") of The University of Texas System ("System"), an agency of the State of Texas.

Background

- A. The Board and Licensee entered into a Copyright License Agreement (Agreement Number 42915) with an Effective Date of June 20, 2018 (the "Copyright License Agreement"). Capitalized terms used herein without definition shall have meanings given to them in the Copyright License Agreement.
- B. The Board and Licensee now wish to amend the Copyright License Agreement as set forth below.

NOW, THEREFORE, it is hereby agreed as follows:

- 1. Definitions. Section 1 of the Copyright License Agreement shall be deleted and replaced in its entirety with:

"Material" shall be defined as the following:

All materials contained in the *Engineer Your World* online learning management system. These include, but are not limited to, the following: unit overviews, unit plans, lesson plans, power points, presentations, teaching notes, student handouts, reference documents, video files, images and assessments. Portions of the Material will be in electronic form and/or paper form as determined by University.

"School Sites" means each of the particular schools listed below:

Odessa Collegiate Academy, 201 W University Blvd, Odessa, TX 79762

"Term" shall mean the three years from September 1, 2020 through August 31, 2023.

- 2. Payments. Section 4.1 of the Copyright License Agreement shall be deleted and replaced in its entirety with: 4.1 In consideration of the license rights granted in Article 2 above, Licensee shall pay University the amount of \$9,000 as follows:

2020-2021: \$3,000
2021-2022: \$3,000
2022-2023: \$3,000

An invoice will be provided by UTeach*Engineering* in September of each year and is due within 30 days of receipt of invoice.

- 3. Agreement in Full Force and Effect. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Copyright License Agreement shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, the Board and Licensee have entered into this Amendment effective as of the date first set forth above.

THE UNIVERSITY OF TEXAS AT AUSTIN ON
BEHALF OF THE BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

Ector County Independent School District

By: _____
Les Nichols, *Interim* Director
Office of Technology Commercialization
The University of Texas at Austin

Date: _____

By: _____

Name: _____

Title: _____

Date: _____