

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “Agreement”) is entered into on _____, 2025 (the “Effective Date”) by and between Tornillo Independent School District (the “School District”) and The EPC Museum d/b/a La Nube STEAM Discovery Center (“La Nube”), a non-profit corporation in El Paso, Texas (individually, the “Party”) and collectively, the “Parties”).

WHEREAS, La Nube is a cutting edge STEAM Discovery Center that encourages exploration, play, creation and pushing the boundaries of innovation; and

WHEREAS, La Nube and the School District agree that working together can support student learning and improve the progress of all students; and

WHEREAS, La Nube and School District wish to collaborate for the purpose of tracking student academic performance to assess the impact of La Nube’s programs on student learning outcomes; and

WHEREAS, in order to better accomplish the goals of the Parties, it will be beneficial for the Parties to outline their goals, responsibilities and objectives as described herein.

NOW, THEREFORE, the School District and La Nube agree as follows:

1. Objectives. The Objectives of the Parties are to:

- a.** Assess whether participation in La Nube’s programs leads to measurable improvements in student performance.
- b.** Monitor student progress through annual test scores, report card grades, and other relevant academic indicators.
- c.** Use data insights to refine and enhance La Nube’s educational programming.
- d.** Strengthen collaboration between informal and formal education systems to support student achievement in STEAM disciplines.

2. Data Sharing. During the term of this Agreement, the School District will provide relevant academic data to La Nube to evaluate the effectiveness of student engagement in STEAM-based learning experiences. The School District agrees to provide La Nube with de-identified or aggregate student data, in compliance with the Family Educational Rights and Privacy Act (FERPA) and all applicable state and federal laws.

- a.** The data to be provided will be agreed by the Parties and may include, but is not limited to:
 - (i) Standardized test scores (e.g., state assessments, benchmark exams);
 - (ii) Report card grades;
 - (iii) Attendance records; and
 - (iv) Behavioral and engagement indicators (if available).
- b.** Data will be shared annually for students who have participated in La Nube programs and a comparable control group for analysis purposes.
- c.** Both parties will ensure data security and confidentiality by limiting access to authorized personnel only.
- d.** Notwithstanding any provision to the contrary herein, the School District recognizes that La Nube may use the data provided in its grant applications, year end reports, proposals and presentations.

3. Agreements by La Nube. Until the expiration of the Term of this Agreement or its earlier termination, La Nube hereby agrees to use commercially reasonable efforts to:

- a. Develop and implement STEAM-based programs that align with academic standards and support student learning.
- b. Analyze student performance data and provide reports to the School District summarizing trends and insights.
- c. Maintain strict confidentiality and ensure that any published findings do not disclose personally identifiable student information.
- d. Offer professional development opportunities for teachers and staff based on program findings.

Notwithstanding any of the foregoing to the contrary, in no event shall La Nube be required to take any action or refrain from taking any action that may, in La Nube's sole discretion, cause La Nube to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

4. **Agreements by the School District.** Until the expiration of the Term of this Agreement or its earlier termination, in addition to the provisions of Section 2 hereof, the School District hereby agrees to use commercially reasonable efforts to:

- a. Facilitate the collection and sharing of student performance data as permitted by law.
- b. Designate a point of contact to coordinate data-sharing efforts with La Nube.
- c. Provide feedback on La Nube's programming and collaborate on improvements based on student outcomes.
- d. Encourage school participation in La Nube programs to support STEAM learning opportunities.

5. **Recognition of Joint Efforts.** During the term of this Agreement, the School District and La Nube agree to acknowledge the joint efforts of each other during presentations to third parties or as otherwise as they may agree in writing. Additionally, La Nube may name the School District and use the creative design, logos or references to the School District in its promotions and other materials with the written consent of the School District.

6. **Term and Termination.**

- a. Unless terminated sooner as provided in this Agreement, the term of this Agreement shall continue for a period of one (1) year from the effective date hereof and shall automatically renew for successive additional one (1) year periods unless either party provides notice to the other of their decision not to renew at least sixty (60) days prior to the expiration of any annual term. Each annual term shall be referred to herein as the "Term".
- b. Notwithstanding any provision to the contrary herein, Either Party may terminate this Agreement at any time upon sixty (60) calendar days' advance written notice to the other Party.
- c. Upon termination hereof, the School District agrees to provide La Nube with all data described in Section 2 for the period immediately preceding any such termination.

7. **Disputes and Cure Rights.** La Nube and the School District agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section

6 hereof.

8. Principal Representatives of the Parties. In order to make future communications between the Parties more efficient with respect to this Agreement, and to best assure maximum coordination and communications between the Parties, the Parties agree to the designation of principal representatives. The principal representatives for the Parties are as follows:

a. For the School District:

Attn: _____

Email: _____

The School District may change such designation by providing written notice to the La Nube's principal representative by providing notice as designated herein.

b. For La Nube:

The EPC Museum d/b/a La Nube STEAM Discover Center
Attn: Gina Martinez, CEO
201 W. Main
El Paso, Texas 79901
(512) 665-0002
Email: gmartinez@la-nube.org

La Nube may change such designation by providing written notice to the School District's principal representative by providing notices designated herein.

9. Notices. With respect to any notice required or permitted to be given in connection with this Agreement (a "Notice"), such Notice may be (i) presented personally, in which case it will be deemed delivered on the date presented; (ii) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered on (1) business day after deposit with such courier; or (iii) transmitted by electronic message (email), in which case it shall be deemed delivered when an email is successfully transmitted.

10. Modification of this Agreement. This Agreement may be amended modified only by written agreement by the Parties.

11. Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

12. Independent Contractors. The School District and La Nube are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the School District nor La Nube nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

13. **Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

14. **Expenditures.** Each Party to this Agreement is responsible for the costs associated with such Party's exercise of any rights or performance of any duties under this Agreement. Any funding assistance shall be the subject of a separate agreement, if any, between the Parties.

15. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

17. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

18. **Authority.** The undersigned, signing on behalf of each representative entity provided below, represent and warrant to the other, that they are fully authorized to sign this Agreement on behalf of said entity and bind said entity to all provisions thereof.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute one and the same agreement. Signatures submitted by email with a .pdf attachment or other digital or electronic means shall have the same validity and legal effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of _____.

**The EPC Museum d/b/a
La Nube STEAM Discovery Center**

By: _____
Name: _____
Its: _____

School District

By: _____
Name: _____
Its: _____