

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this “MOU”), dated as of May 8, 2026 (**Effective Date**), is by and between **The Aldrin Family Foundation of Texas**, a Texas nonprofit corporation (“**AFFTX**”) and **Brownsville ISD**, a Texas independent school district (“**District**”). AFFTX and the District are sometimes referred to herein collectively as the “**Parties**,” and individually as a “**Party**.”

1. **Purpose.** The purpose of this MOU is to establish the Parties’ mutual understanding regarding their cooperation in AFFTX’s Student Satellites in Space (S-Cubed) Program (the “**Program**”), a program fostering the future of space exploration in which certain high school students will have the opportunity to build, test, and participate in the launch of a small satellite.

2. **Program Description.** The Program may include, without limitation:

- (a) Satellite systems design and integration;
- (b) Use of instructional materials and equipment in the classroom with hands-on STEM curriculum access;
- (c) Teacher training and professional development;
- (d) Mentorship and live demonstration by AFFTX and partner organizations; and
- (e) Student engagement in activities such as a high-altitude balloon (HAB) launch and satellite launch competition activities.

3. **Approved Subcontractors.** The District acknowledges and agrees that AFFTX has engaged or will engage certain subcontractors to assist in the performance of the Program, including, but not limited to:

- (a) The University of Texas at Austin, Center for Space Research (“**UT**”), which will provide professional development, teacher training, and related educational services; and
- (b) Twiggs Space Lab, LLC (“**Twiggs**”), which will provide Program Equipment, hardware, hardware manuals, and technical support.

By executing this MOU, the District expressly approves and consents to AFFTX’s use of subcontractors, including, but not limited to, UT and Twiggs, for the Program. The District agrees to cooperate with any subcontractors, including, but not limited to, UT and Twiggs, as reasonably necessary for the performance of the Program. AFFTX will remain the District’s primary point of contact for all Program matters, and the District will direct all inquiries, complaints, or issues to AFFTX. AFFTX may engage additional subcontractors upon written notice to the District.

4. **AFFTX Responsibilities.** AFFTX will:

- (a) Administer and oversee the Program, including S-Cubed curriculum access, pedagogical support, and coordination with third-party launch providers;
- (b) Provide professional development and training through UT. A small stipend will be provided to teachers for attendance through UT. The manner and amount of such stipend payment is the sole responsibility and at the sole discretion of UT;
- (c) Provide Program materials, hardware, and equipment for a maximum of 20 students per district, and technical support for teachers, in partnership with Twiggs;
- (d) Lead research activities and provide the sitting Institutional Review Board (IRB), in partnership with University of Texas El Paso; and

- (e) Ensure Program compliance with that certain Grant Agreement by and between AFFTX and the Texas Space Commission (“TSC”) for Space Exploration and Aeronautics Research Fund (“SEARF”) (the “Grant Agreement”) including maintaining grant compliance and reporting.

5. District Responsibilities. The District will:

- (a) Select a high school (the “School”) within the District to participate in the Program;
- (b) Provide a clean, non-carpeted classroom in the School with access to multiple outlets (e.g., science laboratory, workshop) to accommodate a maximum of 20 students;
- (c) Provide a Windows or Mac OS computer (laptop or desktop) with USB ports to connect to hardware;
- (d) Obtain District technology approval to use the Arduino software for coding;
- (e) Provide a science, technology, engineering or mathematics certified or Career & Technical Education (CTE) certified instructor to serve as the primary on-site instructor and point of contact for the Program;
- (f) Ensure the selected certified instructor is required to attend and complete a one-week professional development training provided in partnership with UT Lift-Off Summer Institute in Houston, Texas;
- (g) Supervise students and facilitate access to the Program curriculum and activities;
- (h) Maintain the fidelity of the Program by ensuring that the designated instructor delivers the Program as designed and intended by AFFTX and its partners, including following the prescribed lesson sequence, pacing guidelines, and instructional methods;
- (i) Ensure that students follow all safety guidelines and Program rules;
- (j) Obtain parent/guardian consent forms for student participation in Program and IRB activities and media releases;
- (k) Provide transportation for school administrators, teachers and students to HAB launches or satellite launch if selected;
- (l) Provide research approval through any district IRBs;
- (m) Cooperate in Program publicity hosted by AFFTX and its affiliates to promote the Program and activities;
- (n) Comply with all other obligations under this MOU.

6. Term of Agreement. The term of this MOU shall be determined by the cohort in which the School participates. For “Cohort 1,” the term will commence on June 1, 2026, and will continue through the conclusion of the 2027-2028 academic year. For “Cohort 2,” the term will commence on June 1, 2027, and will continue through the conclusion of the 2028-2029 academic year. In the event that the School is selected for a satellite launch as part of the Program competition, the term of this MOU may be extended solely to accommodate participation in the satellite launch, with the specific end date to be determined based on the launch schedule. This MOU’s term is under Cohort 1.

7. Curriculum Access and Licensing. The Program curriculum and manuals (the “Curriculum”) are owned by The Aldrin Family Foundation, LLC (“AFF”), and were jointly developed with Twiggs. The Curriculum is provided to the School through a password-protected account

on an online portal hosted by AFF. The School is granted a limited, non-exclusive, non-transferable, revocable license to access and use the Curriculum solely for the purpose delivering the Program within the District. License fees and program manuals have been paid by AFFTX via the Grant Agreement. The license is limited to the term of this MOU and does not confer any ownership rights. The District and School may not copy, reproduce, modify, distribute, sublicense, or create derivative works of any licensed materials without the prior written consent of AFFTX; and all rights not expressly granted herein are reserved by AFFTX and its affiliates. AFFTX may revoke online access immediately if obligations are not met.

8. Program Equipment and Supplies. Risk of Loss. All hardware, equipment, components, tools, and materials provided by AFFTX (or its subcontractors) to the District and School under the Program (“**Program Equipment**”) remain the sole property of AFFTX unless otherwise expressly stated in writing. The District and School will use Program Equipment only for the purposes of the Program and in accordance with any specifications or instructions provided by AFFTX or its partners. The District and School will not modify, disassemble, reverse engineer, or alter Program Equipment without prior written authorization from AFFTX. The District and School will promptly notify AFFTX of any defect, damage, loss, or malfunction of any Program Equipment. Risk of loss for all Program Equipment will pass to the District upon delivery of the Program Equipment to the School or District, as applicable. The District and School will have 10 calendar days from the date of delivery (the “**Inspection Period**”) to inspect the Program Equipment and notify AFFTX in writing of any defects, damage, missing items, or non-conformance with the specifications provided by AFFTX (collectively, “**Non-Conforming Equipment**”). If the District or School fails to provide written notice of any Non-Conforming Equipment within the Inspection Period, the Program Equipment will be deemed accepted by the District and School. The District and School’s inspection, failure to inspect, or acceptance of Program Equipment does not limit any remedies available to AFFTX under this MOU or at law. The District and School will be responsible for the cost of repairing or replacing any Program Equipment that is damaged, lost, destroyed, or rendered inoperable due to the acts, omissions, errors, misuse, negligence, or mistakes of any student, teacher, instructor, or other personnel of the District or School.

9. Return, Termination, and Failure to Complete; No Refunds. Upon termination or expiration of this MOU, or if the District and/or School fails to maintain its obligations hereunder, the District and School will immediately cease using the Curriculum and Program Equipment. In the event that any student, teacher, or the District or School fails to complete the Program for any reason, including but not limited to withdrawal, non-participation, termination, or failure to satisfy Program requirements, no refunds, credits, or reimbursements of any kind will be provided by AFFTX or any of its affiliates, subcontractors, or partners. In such event, all Curriculum materials and Program Equipment must be promptly returned to AFF or AFFTX as directed by AFFTX at the District and/or School’s cost and expense. All costs and resources allocated to the District or School under this MOU are non-refundable and non-recoverable.

10. Confidential Information. For purposes of this MOU, “**Confidential Information**” means any and all information of AFFTX and/or its partners and affiliates (including, but not limited to, AFF, TSC, and SEARF) in any form that is not generally known to third persons, including, without limitation:

- (a) Program Curriculum, manuals, lesson plans, software, hardware specifications, designs, and technical materials;
- (b) Grant-related information, funding amounts, and reporting data;
- (c) Student information and educational records;
- (d) The Grant Agreement, if provided by AFFTX in AFFTX’s sole discretion; and
- (e) Any other non-public information disclosed by AFFTX or AFF to the District and/or School in connection with the Program.

The District and the School will not disclose, share, or use any Confidential Information for purposes other than participation in the Program. Confidential Information may be shared only with District and School employees, instructors, or contractors on a need-to-know basis and only for Program purposes. Upon termination or expiration of this MOU, the District and School will return to AFFTX or destroy all Confidential Information, including any copies or reproductions, except as required by law or District policy. The obligations of confidentiality will survive the termination or expiration of this MOU and continue for five years thereafter.

11. Media and Publicity. The District and School may not issue any press releases, public statements, social media posts, or other communications regarding the Program, AFFTX, the Grant Agreement, or the grant funding without the prior written approval of AFFTX. All media, photography, videos, or other promotional materials produced in connection with the Program must be reviewed and approved by AFFTX prior to release. Any use of logos belonging to AFFTX or its affiliates, AFF, SEARF, or TSC by the District and School must receive prior written consent from AFFTX. AFFTX or its affiliates (including, but not limited to, AFF) may publish in any media press releases, public statements, social media posts, or otherwise, using information about the School or District, at any time and in its sole discretion.

12. Parent/Guardian Media Release and Consent. The District and School will ensure that all participating students have signed parental/guardian consent forms before any photographs, video recordings, or media coverage of the students are captured in connection with the Program. The District and School shall provide AFFTX with a list of all students who have not provided valid parental/guardian media consent, so that such students may be excluded from any photographs, video recordings, social media posts, or other media materials. The District and School will promptly notify AFFTX of any changes to the consent status of any student. Consents will cover the use of student images, names, work products, and other representations in educational, promotional, or public outreach materials created by AFFTX or its affiliates. Participation in media or publicity activities is voluntary and students whose parent/guardian does not consent will not be included, provided the District or School has provided the appropriate notices of those who have not provided such consent. The District and/or School will maintain copies of all signed parental/guardian media release forms and provide them to AFFTX upon request.

13. Launch Eligibility. Each participating School that successfully completes the full two-year Program will be eligible to compete for a satellite or payload launch opportunity, which is decided by a competition with judges and is coordinated by AFFTX and its partners. No School is guaranteed a launch. Launch selection is subject to technical readiness, safety review, and launch resource availability. Participation does not guarantee a launch, but Schools completing the full program are given priority consideration. Schools are able to purchase a launch separately and outside of the Program, if desired.

14. Risk Acknowledgement and Safety. Participation involves inherent risks, including but not limited to lab work, use of tools, hardware assembly, high-altitude balloon or launch activities, and technical failure of satellites or payloads. Student participation is voluntary, and the District and School must inform students and their parents or guardians of these risks. Each Party is responsible for its own acts and omissions; students participate at their own risk. The District and School will provide a certified instructor to supervise all activities and ensure adherence to safety guidelines provided by AFFTX and program partners. AFFTX makes no guarantee of satellite or payload success. The District and School will comply with all federal, state, and local laws, including the Federal Aviation Administration (FAA) or other applicable regulations. All Program hardware, equipment, and Curriculum materials remain the property of AFFTX and must be returned if obligations are not met. Nothing in this MOU waives sovereign immunity or other legal protections for the District and School.

15. Grant Funding. The Program at the District is funded by AFFTX through the Grant Agreement. All costs funded by the Grant Agreement are administered and paid directly by AFFTX. The

District and School are not subrecipients of the Grant Agreement and have no responsibility for grant compliance and reporting.

16. Liability of Liability. AFFTX WILL HAVE NO LIABILITY WHATSOEVER TO THE DISTRICT, THE SCHOOL, ANY STUDENT, TEACHER, PARENT, GUARDIAN, OR ANY OTHER PERSON OR ENTITY FOR ANY INJURY, DEATH, LOSS, DAMAGE, CLAIM, OR EXPENSE OF ANY KIND ARISING OUT OF OR RELATING TO THE PROGRAM, INCLUDING BUT NOT LIMITED TO: (i) ANY PERSONAL INJURY, BODILY HARM, OR DEATH TO ANY STUDENT, TEACHER, INSTRUCTOR, OR OTHER PARTICIPANT; (ii) ANY PROPERTY DAMAGE OR LOSS; (iii) ANY ERRORS, OMISSIONS, OR FAILURES IN THE CURRICULUM, PROGRAM MATERIALS, PROGRAM EQUIPMENT, OR INSTRUCTION; (iv) ANY DEFECT, MALFUNCTION, OR FAILURE OF ANY PROGRAM EQUIPMENT, SATELLITE, PAYLOAD, OR OTHER MATERIALS; (v) ANY NEGLIGENCE OR ACTS OF AFFTX, ITS SUBCONTRACTORS, PARTNERS, OR AFFILIATES; AND (vi) ANY OTHER CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY.

THE DISTRICT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS AFFTX AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND AFFILIATES (COLLECTIVELY, THE "AFFTX INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (i) ANY PERSONAL INJURY, BODILY HARM, OR DEATH TO ANY STUDENT, TEACHER, INSTRUCTOR, OR OTHER PARTICIPANT IN THE PROGRAM; (ii) ANY PROPERTY DAMAGE OR LOSS OCCURRING AT THE SCHOOL OR DISTRICT PREMISES; (iii) THE ACTS, OMISSIONS, ERRORS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE DISTRICT, SCHOOL, OR ANY OF THEIR EMPLOYEES, AGENTS, STUDENTS, OR OTHER PERSONNEL; (IV) THE DISTRICT'S OR SCHOOL'S FAILURE TO COMPLY WITH ANY OBLIGATION UNDER THIS MOU, INCLUDING, BUT NOT LIMITED TO (A) ANY UNAUTHORIZED USE, CAPTURE, DISTRIBUTION, OR PUBLICATION OF STUDENT IMAGES, LIKENESSES, NAMES, OR OTHER REPRESENTATIONS BY THE DISTRICT OR SCHOOL; (B) THE DISTRICT'S OR SCHOOL'S FAILURE TO OBTAIN PROPER AND VALID PARENTAL/GUARDIAN CONSENT FORMS FOR PARTICIPATING STUDENTS PRIOR TO THE USE OF SUCH STUDENT'S LIKENESS OR OTHER REPRESENTATION; OR (C) ANY CLAIM BY A STUDENT, PARENT, GUARDIAN, OR THIRD PARTY RELATING TO THE USE OF STUDENT IMAGES OR REPRESENTATIONS IN CONNECTION WITH THE PROGRAM WHERE THE DISTRICT OR SCHOOL FAILED TO COMPLY WITH ITS OBLIGATIONS UNDER THIS SECTION; OR (v) ANY THIRD-PARTY CLAIM ARISING OUT OF THE DISTRICT'S OR SCHOOL'S PARTICIPATION IN THE PROGRAM. THIS INDEMNIFICATION OBLIGATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS MOU.

Each Party will be responsible for its own acts and omissions, to the extent permitted by Texas law. Nothing in this MOU will be construed as a waiver of any immunity or defense available to the District under the Texas Constitution, the Texas Tort Claims Act, or any other applicable law.

17. Notices. All notices under this MOU must be in writing and sent by email or certified mail:

For AFFTX:

The Aldrin Family Foundation of Texas
Attn: Program Director
13492 Research Blvd., Ste 120-653

Austin, Texas 78750
Email: texas@aldrinfoundation.org

For the District:

Brownsville ISD
Attn: Adrian Dorsett
1900 Price Road
Brownsville, Texas 78521
Email: adorsett@bisd.us

Email notices are effective upon receipt; certified mail notices are effective three business days after mailing.

18. Independent Contractor Status. Nothing in this MOU will be construed as establishing an employment or agency relationship between AFFTX and the District. Neither Party has authority to bind the other Party by contract or otherwise.

19. Governing Law. This MOU will be governed by and construed in accordance with the internal laws of the state of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the state of Texas or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Texas.

[Signature Page Follows]

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

AFFTX:

The Aldrin Family Foundation of Texas,
a Texas nonprofit company

Andrew Aldrin, President

DISTRICT:

Brownsville ISD,
a Texas independent school district

By: _____

Name: _____

Title: _____