

**TERMINATION
to the
COLLABORATIVE DATA TRANSFER AND USE AGREEMENT**

This Termination to the Collaborative Data Transfer and Use Agreement (“Termination”) terminates the Collaborative Data Transfer and Use Agreement between Brown University (“Brown”), Ector County Independent School District (“Ector County ISD”), and FEV Tutor (“FEV”), entered into and executed on September 6, 2022 (“Agreement”).

WHEREAS, Brown, Ector County ISD and FEV have mutually agreed to terminate the Agreement.

WHEREAS, Ector County ISD, FEV and Brown desire Brown to transfer the Data received by Brown under the Agreement to The Leland Stanford Junior University (“Stanford”), and Stanford is willing to receiving the Data, subject to the terms and conditions of this Termination.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Ector County ISD, FEV, Brown and Stanford agree as follows:

1. The Agreement is hereby terminated as of the last date of signature below (“Termination Date”).
2. As of the Termination Date, Ector County ISD, FEV and Brown shall be relieved of all obligations and duties under the Agreement, except as otherwise provided in this Termination.
3. The provisions of the Agreement, which by their nature or by express indication in the Agreement, are intended to survive termination shall survive and remain in effect after the Termination Date.
4. Capitalized terms used herein and not otherwise defined are defined as set forth in the Agreement.
5. This Termination constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties concerning the subject matter hereof. To the extent that any language contained in the Agreement conflicts with any language contained in this Termination, the language contained in this Termination shall control.
6. Notwithstanding anything to the contrary in the Agreement, Ector County ISD and FEV each expressly permit Brown to transfer the Data to Stanford as part of this Termination. As of the date of transfer, Stanford accepts responsibility for the Data pursuant to the terms of its respective data use agreements with Ector County ISD and FEV related to the Data. For the avoidance of doubt no implication of assignment or Stanford’s acceptance of the terms of the Agreement shall be flowed down or accepted by Stanford. Brown assumes no, and Ector County ISD, FEV, and Stanford each agree Brown University has no, liability for any losses or claims which may arise from receipt or use by Stanford of the Data, except, as permitted by law, to the limited extent arising out of the gross negligence or willful misconduct of Brown University, or any of its officers, trustees, employees, trainees, students, representatives and/or agents. Stanford assumes no, and Ector County ISD, FEV, and Brown each agree Stanford has no, liability for any losses or claims which

may arise from preparation, transport, storage, or use by Brown of the Data, except, as permitted by law, to the limited extent arising out of the gross negligence or willful misconduct of Stanford or any of its officers, trustees, employees, trainees, students, representatives and/or agents. Ector County ISD and FEV each agree to execute separate agreements with Stanford to govern Stanford's use of the Data and protection of the Data after transfer by Brown.

IN WITNESS WHEREOF, Provider, Recipient, and Stanford have executed this Termination as of the last date of signature below.

BROWN UNIVERSITY

By: _____ Date: _____
Print name:
Title:
Date: _____

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

By: _____ Date: _____
Print name:
Title:

FEV TUTOR

By: _____ Date: _____
Print name:
Title:

THE LELAND STANFORD JUNIOR UNIVERSITY

By: _____ Date: _____
Print name:
Title: