AGENDA

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS
RETREAT

Date: Saturday, July 18, 2026

Time: 8:00 AM

Place: One Emancipation Center, 3131 Emancipation Avenue, Houston, Texas 77004

Chair: James M. Benham
Vice Chair: Lauren A. Gore
Second Vice Chair: Richard A. Johnson
Secretary: Marilyn A. Rose

I. **Call to Order**

- **The subjects to be discussed or considered, or upon which any formal action may be taken, are as listed below.**
- **Items do not have to be taken in the order shown on this meeting notice.**
- **Unless removed from the consent docket for separate consideration at the request of a Regent, items identified within the consent docket will be acted on at one time.**

II. **Roll Call**

III. **Conflict of Interest**

IV. **Executive Session**

IV.A. Texas Government Code - Section 551.071 - Consultation with University Attorneys on any matter in which the duty of the attorneys to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meeting Act, including any matter listed on this notice/agenda, pending or contemplated litigation, and proposed settlement agreements.

- Consider the Proposed Settlement Agreement in the Lawsuit styled *as Mary Young vs. Texas Southern University*; Cause No.: CV-04:23-03888; in the U.S. District Court for the Southern District, Houston Division

IV.B. Texas Government Code - Section 551.072 - Deliberations concerning Purchase, Lease or Value of Real Property.

- Consider Request for Approval to Pursue Strategic Real Estate Acquisitions for the Expansion of Thurgood Marshall School of Law

IV.C. Texas Government Code - Section 551.073 - Deliberations about Negotiated Contracts for Prospective Gifts or Donations.

IV.D. Texas Government Code - Section 551.074 - Personnel Matters: Deliberations Concerning the Appointments, Duties, Responsibilities, Evaluations or Dismissal of Personnel (including but not limited to the Regents, President, General Officers, and Executive Management Employees).

- Consider Board Self-Evaluation
- Consider Presidential Evaluation
- Consider Request for Approval for the Appointment of Dr. Juan M. Alexander as Vice President for Strategic Enrollment Services

V. **Reconvene in Open Session to Consider Actions on Executive Session Items as Necessary**

VI. **Consent Docket**

VI.A. Request Approval of the Updated Internal Audit Charter
Action Requested: Approval

VI.B. Request Approval to Extend the Contract with Columbia Advisory Group for Information Technology Staff Augmentation Services
Action Requested: Approval

VI.C. Request Approval to Negotiate and Execute a Contract with Software House International for Software Licenses and Information Technology Services
Action Requested: Approval

VI.D. Request for Approval to Negotiate and Execute a Contract with RingCentral for the Voice Over Internet Protocol Telephone System
Action Requested: Approval

VI.E. Request for Approval to Negotiate and Execute a Contract with LyncVerse Technologies for Computer Hardware (Office of Information Technology Refresh)
Action Requested: Approval

VI.F. Request Approval to Negotiate and Execute Interlocal Participation Agreements with Lonestar Education and Research Network (LEARN)
Action Requested: Approval

VI.G. Request Approval to Negotiate and Execute a Contract with Campus Safety Products, LLC for Lockdown Systems
Action Requested: Approval

VI.H. Request Approval to Negotiate and Execute Contracts with Arthur J. Gallagher & Co. and McGriff Insurance Services, LLC for Property and Casualty and Intercollegiate Athletes Accident

Insurance Policies for Fiscal Year 2027
Action Requested: Approval

VI.I. Request Approval to Modify Banking Resolution and Signature Cards
Action Requested: Approval

VI.J. Request Approval to Renew Contracts with EBSCO, Elsevier, and ProQuest for Library Learning Center Subscription and Database Services
Action Requested: Approval

VI.K. Request Approval to Update Rhinehart Music Auditorium 10-Year Designation to the Smith-Rhinehart Music Auditorium
Action Requested: Approval

VI.L. Request Approval of the Support Organization Agreement Between Texas Southern University (TSU) and the TSU Foundation (Renewal)
Action Requested: Approval

VII. **Personnel and Litigation Committee**
Presenters: Regent Paloma Z. Ahmadi, Dr. Ronald B. McKinley, Interim Vice President for Human Resources/Chief Human Resources Officer, & Mr. Charlie T. Nhan, General Counsel

VII.A. Request Approval for the Appointment of Dr. Juan M. Alexander as Vice President for Strategic Enrollment Services
Action Requested: Approval

VIII. **Audit & Compliance Committee**
Presenters: Regent Alithea Z. Sullivan, Mr. Daniel Graves, Audit Executive, & Ms. Annette Linders, Compliance Partner

VIII.A. FY26 Internal Audit Plan Status Update
Action Requested: Information

IX. **Athletics Committee**
Presenters: Regent Caroline Baker Hurley & Dr. Paula L. Jackson, Interim Athletics Director

IX.A. Request Approval of Athletics Game Agreement between RCM Entertainment, L.P. dba Lone Star Sports & Entertainment "LSSE" and Texas Southern University
Action Requested: Approval

X. **Physical Facilities & Real Estate Committee**
Presenter: Regent Ben H. Proler & Ms. Melanie Jackson, Senior Associate Vice President of Operations and Procurement

X.A. Request Approval to Pursue Strategic Real Estate Acquisitions for the Expansion of Thurgood Marshall School of Law
Action Requested: Approval

XI. **Academic Affairs, Research and Student Life Committee**
Presenters: Regent Marilyn A. Rose & Dr. Carl B. Goodman, Provost/Senior Vice President of Academic Affairs

XI.A. Update on the University's Compliance with Senate Bill 37 Concerning General Education Curriculum Review Advisory Committee and Request to Appoint Two Additional Members to the General Education Curriculum Review Advisory Committee
Action Requested: Approval

XI.B. Update on the University's Compliance with House Bill 127 Concerning Research Security Programs
Action Requested: Information

XI.C. Update on the University's Compliance with Senate Bill 37 Concerning the Faculty Senate
Action Requested: Information

XII. **Administration and Finance Committee**
Presenters: Regent Lauren A. Gore & Mr. John Pittman, Interim Chief Financial Officer/Vice President of Business & Administration

XII.A. Request Approval to Negotiate and Execute a Contract with Game One/Athletic Supply Inc. for all Spring Sports Equipment & Apparel
Action Requested: Approval

XII.B. Request Approval of Actions Concerning Campus Dining Services, Including Authorization to Transition the Contract Award to SodexoMagic, Continue Interim Operations in Excess of President's Delegated Contracting Authority, and Execution of a Master Services Agreement
Action Requested: Approval

XII.C. Request Approval of the Fiscal Year 2027 Operating Budget
Action Requested: Approval

XIII. **Board of Regents Retreat**

XIV. **Welcome Remarks**
Presenter: Chairman James M. Benham
Action Requested: Information

XV. **University Overview & State of the University**
Presenter: President J.W. Crawford, III
Action Requested: Information

XVI. **Strategic Discussions:**

- **Campus Master Plan & Capital Strategy**
- **The Fiscal Year Ahead (FY27 Budget, Compensation Study, Legislative Session Preparation, & Financial and Audit Review)**
- **Athletics Transition**

XVII. Presenters: Chairman James M. Benham & President J.W. Crawford, III
Action Requested: **Information**

XVIII. **Board Effectiveness**
Presenter: Chairman James M. Benham
Action Requested: **Information**

XIX. **Closing Remarks & Next Steps**
Presenter: Chairman James M. Benham
Action Requested: **Information**

XX. **Adjourn**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: Request for Approval for Updated Internal Audit Charter

DATE PREVIOUSLY SUBMITTED: NA

SUMMARY:

As part of regular practice for the internal audit function, the Internal Audit Charter has been updated to align with the current guidance from the Institute of Internal Auditors (IIA). In accordance with the IIA standards, the charter should be approved by the Board of Regents.

SUPPORTING DOCUMENTATION: Internal Audit Charter

FISCAL IMPACT: NTE: Previously Approved
University FOAP: 0001-11200-7253-30677 (State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:15:58 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 20:57:37 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY

INTERNAL AUDIT CHARTER

I. PURPOSE

A. The purpose of Texas Southern University's (TSU) Office of Internal Audit & Assurance Services (Internal Audit) is to strengthen TSU's ability to create, protect, and sustain value by providing the TSU Board of Regents, and University Administration with independent, risk-based, and objective assurance, advisory services, insight, and foresight.

Internal auditing enhances TSU's:

- successful achievement of objectives;
- governance, risk management, and internal control processes;
- decision-making and oversight;
- reputation and credibility with stakeholders; and
- ability to serve the public interest as a public university.

TSU's internal audit function is most effective when it is independently positioned, performed by competent professionals, and free from undue influence.

II. MANDATE

A. The internal audit function is established by University governance in accordance with Texas Government Code, Chapter 2102 (Texas Internal Auditing Act) and the applicable requirements in Texas Education Code § 51.9337 and other statutory requirements, as applicable.

III. PROFESSIONAL STANDARDS

A. Internal Audit will adhere to the requirements of the Texas Internal Auditing Act (Texas Government Code, Chapter 2102). This includes adherence to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework (IPPF), including the Global Internal Audit Standards™, the Code of Ethics contained in the IPPF, and Generally Accepted Government Auditing Standards (GAGAS).

IV. AUTHORITY

A. Authorization and Access

Texas Southern University's internal audit function mandate is found in the Texas Internal Auditing Act, which requires certain state agencies and higher education institutions to implement an internal auditing program.

The internal audit function's authority is created by its direct reporting relationship to the Board of Regents (the Board), via its Audit Committee. Such authority allows for unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carry out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.

B. Scope Control and Use of Specialists

The Board of Regents authorizes Internal Audit to allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function's objectives. Internal Audit may obtain assistance from the necessary personnel of TSU and other specialized services from within or outside TSU to complete internal audit services.

V. INDEPENDENCE, ORGANIZATION, AND REPORTING

A. Organizational Independence

The Chief Audit Executive (CAE) will be positioned at a level within TSU that enables internal audit responsibilities to be performed without interference, thereby establishing organizational independence.

B. Functional and Administrative Reporting

The CAE will be positioned at a level in the organization that enables internal audit services and responsibilities to be performed without interference from management, thereby establishing the independence of the internal audit function. The CAE reports functionally to the Board of Regents via the Audit Committee.

The CAE reports administratively (day-to-day operations) to the University President or designee. This positioning provides the organizational authority and status to bring matters directly to senior management and escalate matters to the Audit Committee, when necessary, without interference, and supports the internal auditors' ability to maintain objectivity.

C. Confirmation and Disclosure

The CAE will confirm to the Board of Regents via the Audit Committee, at least annually, the organizational independence of Internal Audit. If the governance structure does not support organizational independence, the CAE will document the characteristics of the governance structure limiting independence and any safeguards employed to achieve the principle of independence. The CAE will disclose to the Board of Regents via the Audit Committee any interference internal auditors encounter related to the scope, performance, or communication of internal audit work and results. The disclosure will include communicating the implications of such interference on the internal audit function's effectiveness and ability to fulfill its mandate

VI. BOARD OF REGENTS OVERSIGHT

A. To establish and maintain Internal Audit's authority and effectiveness, the Board of Regents, acting through its Audit Committee, will:

1. Approve and annually review this Internal Audit Policy and Charter;
2. Approve the risk-based internal audit plan and significant changes thereto;
3. Ensure the CAE has unrestricted access to the Audit Committee, including executive sessions when appropriate;
4. Receive periodic reporting on significant risk exposures, control issues, governance matters, and fraud risks; and

5. Ensure a Quality Assurance and Improvement Program is in place and review its results annually.
6. Ensure Internal Audit receives sufficient resources to complete the internal audit plan.

VII. CHIEF AUDIT EXECUTIVE ROLES AND RESPONSIBILITIES

A. Ethics and Professionalism

The CAE will ensure that internal auditors:

1. Conform to the Global Internal Audit Standards, including the principles of Ethics and Professionalism: integrity, objectivity, competency, due professional care, and confidentiality.
2. Understand, respect, meet, and contribute to the legitimate and ethical expectations of the organization and be able to recognize conduct that is contrary to those expectations.
3. Encourage and promote an ethics-based culture in the organization.
4. Report organizational behavior that is inconsistent with the organization's ethical expectations, as described in applicable policies and procedures.

B. Objectivity and Avoidance of Management Responsibility

The CAE will ensure that the internal audit function remains free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the CAE determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties.

Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance.

Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

1. Assessing specific operations for which they had responsibility within the previous year.
2. Performing operational duties for TSU or its affiliates.
3. Initiating or approving transactions external to the internal audit function.
4. Directing the activities of any TSU employee that is not employed by the internal audit function, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

Internal auditors will:

1. Disclose impairments of independence or objectivity, in fact or appearance, to appropriate parties and at least annually, such as the CAE, Board of Regents, management, or others.
2. Exhibit professional objectivity in gathering, evaluating, and communicating information.
3. Make balanced assessments of all available and relevant facts and circumstances.
4. Take necessary precautions to avoid conflicts of interest, bias, and undue influence.

C. Managing the Internal Audit Function

The CAE is responsible for:

1. At least annually, develop a risk-based internal audit plan that considers the input of the Audit Committee and senior management. Discuss the plan with the Audit Committee and senior management and submit the plan to the Audit Committee for review and approval.
2. Communicate the impact of resource limitations on the internal audit plan to the Audit Committee and senior management.
3. Review and adjust the internal audit plan, as necessary, in response to changes in TSU's business, risks, operations, programs, systems, and controls.
4. Communicate with the Board of Regents and senior management if there are significant interim changes to the internal audit plan.
5. Ensure internal audit engagements are performed, documented, and communicated in accordance with the Global Internal Audit Standards and laws and/or regulations.
6. Follow up on engagement findings and confirm the implementation of recommendations or action plans and communicate the results of internal audit services to the Board of Regents and senior management at each Board meeting and for each engagement as appropriate.
7. Ensure the internal audit function collectively possesses or obtains the knowledge, skills, and other competencies and qualifications needed to meet the requirements of the Global Internal Audit Standards and fulfill the internal audit mandate.
8. Identify and consider trends and emerging issues that could impact TSU and communicate to the Board of Regents and senior management as appropriate.
9. Consider emerging trends and successful practices in internal auditing.
10. Establish and ensure adherence to methodologies designed to guide the internal audit function.
11. Ensure adherence to TSU's relevant policies and procedures unless such policies and procedures conflict with the internal audit charter or the Global Internal Audit Standards. Any such conflicts will be resolved or documented and communicated to the Audit Committee and senior management.
12. Coordinate activities and consider relying upon the work of other internal and external providers of assurance and advisory services. If the CAE cannot achieve an appropriate level of coordination, the issue must be communicated to senior management and if necessary, escalated to the Audit Committee.
13. **Ensure coordination with external auditors, regulators, and the State Auditor's Office.**
14. **Support institutional compliance with federal grant requirements, including risk assessment and monitoring under Uniform Guidance.**

D. Communication with the Board of Regents and Senior Management

The CAE will report to the Audit Committee of the Board of Regents and senior management at each Board meeting regarding:

1. The internal audit function's mandate.
2. The internal audit plan and performance relative to its plan.
3. Internal audit budget.

4. Significant revisions to the internal audit plan and budget.
5. Potential impairments to independence, including relevant disclosures as applicable.
6. Results from the quality assurance and improvement program, which include the internal audit function's conformance with The IIA's Global Internal Audit Standards and action plans to address the internal audit function's deficiencies and opportunities for improvement.
7. Significant risk exposures and control issues, including fraud risks, governance issues, and other areas of focus for the Board of Regents that could interfere with the achievement of TSU's strategic objectives.
8. Results of assurance and advisory services.
9. Resource requirements.
10. Management's responses to risks that the internal audit function determines may be unacceptable, or acceptance of a risk that is beyond TSU's risk appetite.

In addition, the CAE will support statutory reporting requirements applicable to TSU, including annual reporting requirements under the Texas Internal Auditing Act and Texas Education Code § 51.9337(h) reporting to the State Auditor's Office regarding adoption of required purchasing and contracting rules and policies.

VIII. SCOPE AND TYPES OF SERVICES

A. Scope

The scope of internal audit services encompasses all TSU activities, programs, functions, assets, and personnel. Internal Audit uses a risk-based approach to evaluate internal controls, governance processes, risk management practices, and achievement of strategic objectives. The scope of internal audit activities also encompasses, but is not limited to, objective examinations of evidence to provide independent assurance and advisory services to the Board of Regents and management on the adequacy and effectiveness of governance, risk management, and control processes for TSU.

B. Types of Services

Internal Audit may provide assurance and advisory services, provided advisory engagements do not result in the assumption of management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management. Services may include evaluating whether:

1. Risks relating to the achievement of TSU's strategic objectives are appropriately identified and managed.
2. The actions of TSU's officers, directors, management, employees, and contractors or other relevant parties comply with TSU's policies, procedures, and applicable laws, regulations, and governance standards.
3. The results of operations and programs are consistent with established goals and objectives.
4. Operations and programs are being carried out effectively, efficiently, ethically, and equitably.

5. Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact TSU.
6. The integrity of information and the means used to identify, measure, analyze, classify, and report such information is reliable.
7. Resources and assets are acquired economically, used efficiently and sustainably, and protected adequately.
8. Internal control systems adequately mitigate risk and are operating effectively.
9. Allegations of fraud, waste, or abuse in coordination with appropriate institutional offices. All such allegations shall follow established reporting and escalation protocols.

IX. QUALITY ASSURANCE AND IMPROVEMENT PROGRAM (QAIP)

The CAE will develop, implement, and maintain a QAIP that covers all aspects of the internal audit function. The program will include external and internal assessments of the internal audit function's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit function's progress toward the achievement of its objectives and promotion of continuous improvement. The program also will assess, if applicable, compliance with laws and/or regulations relevant to internal auditing. Also, if applicable, the assessment will include plans to address the internal audit function's deficiencies and opportunities for improvement.

Annually, the CAE will communicate with the Board of Regents via the Audit Committee and senior management about the internal audit function's quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments) and external assessments. External assessments will be conducted at least once every five years by a qualified, independent assessor or assessment team from outside TSU; qualifications must include at least one assessor holding an active Certified Internal Auditor® credential.

X. CHANGES TO THE POLICY AND CHARTER

This charter may be updated as necessary in response to significant changes in professional standards, organizational structure, leadership, risk, or regulatory requirements. All changes require approval by the Board of Regents.

XI. APPROVAL

Approved by the Texas Southern University Board of Regents, at its meeting on July 18, 2026.

Chief Audit Executive: ______________________________
Date:

University President: ______________________________

Date:

Chair, Audit Committee – Board of Regents: ______________________________

Date:

Last Date of Review: April 30, 2026

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Extend the Contract with Columbia Advisory Group for Information Technology Staff Augmentation Services

DATE PREVIOUSLY SUBMITTED: April 2026

SUMMARY:

The Administration requests approval to extend the contract with Columbia Advisory Group for IT staffing services under the IT Managed Services and Governance, Risk, and Compliance (GRC) Scope of Work agreements.

Columbia Advisory Group will continue to support the University by providing resources for the planning, building, and running of technology-based solutions, including:

- Delivery management and IT leadership
- Infrastructure and operations
- Project management
- Application management
- Banner programming and student module support
- Compliance, risk, and governance services

These services align with Texas Administrative Code (TAC) 202 requirements for information security and cybersecurity at state institutions, including NIST cybersecurity control audits and risk-based vulnerability management.

The University awards contracts to a respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code, § 2155.074.

In accordance with Texas Education Code § 51.9335, these services are procured through a cooperative purchasing agreement via TIPS Contract 220105, establishing the best value for the University as defined by Texas Government Code § 2155.074. Columbia Advisory Group has submitted the required Form 1295. The firm not a Veteran Heroes United in Business (VetHUB), and is not publicly traded.

Contract Term: August 2026 to October 2026

SUPPORTING DOCUMENTATION: Governance, Risk, and Compliance Services Proposal and IT Management Proposal Amendment (Under Separate Cover)

FISCAL IMPACT: Cost not to exceed $650,000 | 1000-31200-7242-50 | (Non-State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/10/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 12, 2026 22:30:15 CDT)

07/12/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:04:14 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute a Contract with Software House International for Software Licenses and Information Technology Services

DATE PREVIOUSLY SUBMITTED:

SUMMARY:

The Administration requests approval to negotiate and execute agreements for the renewal and acquisition of software licenses and related information technology services necessary to support the University's academic, administrative, and operational technology environment.

These software solutions enable critical University functions, including web content management, systems integration, network and systems monitoring, and information technology infrastructure management. Renewal of these licenses and services will ensure the continued availability, security, and reliability of the University's technology environment while advancing operational excellence, enhancing the University's cybersecurity posture, and supporting the digital transformation initiatives outlined in *ASCEND: Texas Southern University's Strategic Plan 2025–2030.*

Examples of software products and related services include, but are not limited to, Modern Campus Content Manager, Snap Logic, SolarWinds, and other technology solutions that support the University's mission-critical operations.

The University awards contracts to a respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.

The Administration recommends Software House International (SHI) for this award through The Interlocal Purchasing System (TIPS) Contract No. 230105, in accordance with Texas Education Code § 51.9335.

Software House International is not a Veteran United in Business (VetHUB), and Form 1295 has been submitted.

Contract Term: 1 year

SUPPORTING DOCUMENTATION: Software House International Quotes and Chart (Under Separate Cover)

FISCAL IMPACT: Cost not to exceed $300,000 | 1000/31200/7380/50 (Non-State Appropriated Funds) BOA0001739

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:00:43 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:04:00 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute a Contract with RingCentral for the Voice Over Internet Protocol Telephone System

DATE PREVIOUSLY SUBMITTED: April 2023

SUMMARY:
The Administration requests approval to negotiate and execute a contract with RingCentral for the acquisition and implementation of a Voice Over Internet Protocol (VOIP) telephone system. The VOIP system utilizes internet-based communications to improve the reliability and efficiency of the University's telecommunications services while supporting business continuity and the communication needs of the University's academic, administrative, and public safety operations.

The University awards contracts to the respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.
The Administration recommends RingCentral for this award through The Interlocal Purchasing System (TIPS) Contract No. 240303, in accordance with Texas Education Code § 51.9335.

Ring Central is not a Veteran United in Business (VetHUB), and Form 1295 has been submitted.

SUPPORTING DOCUMENTATION: None

FISCAL IMPACT: Cost Not to exceed 400,000 Annually | BOA0001719
FOAP**:** 1000-31200-7276-50 | (Non-State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:35:03 CDT)
07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 16:04:46 CDT)
07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute a Contract with LyncVerse Technologies for Computer Hardware (Office of Information Technology Refresh)

DATE PREVIOUSLY SUBMITTED:

SUMMARY:

The Administration requests approval to negotiate and execute the purchase of computer hardware as part of the University's comprehensive Technology Refresh Plan. This strategic investment will replace end-of-life technology assets, enhance system reliability, strengthen the University's cybersecurity posture, and ensure compatibility with modern enterprise systems and emerging artificial intelligence-enabled technologies.

The technology refresh is essential to maintaining a secure, reliable, and resilient technology environment that supports instruction, research, student services, and administrative operations. By modernizing the University's technology infrastructure, this investment will improve operational efficiency, enhance the teaching, learning, and work environment for students, faculty, and staff, and advance ASCEND: Texas Southern University's Strategic Plan 2025–2030 through expanded digital capabilities, hybrid learning, workforce productivity, and institutional innovation.

The Administration is leveraging the Texas Department of Information Resources (DIR) Cooperative Contract No. DIR-CPO-5850 in accordance with Texas Education Code § 51.9335. The University awards contracts to the respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.

SUPPORTING DOCUMENTATION: Scope of Work

FISCAL IMPACT: Cost not to exceed $1,000,000
FOAP**:** 1000-31200-7378-50 | (Non-State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:01:49 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:03:08 CDT)

07/14/2026

PRESIDENT **DATE**

Executive Summary: Technology Refresh Plan

Texas Southern University's Technology Refresh Plan presents a strategic roadmap to modernize the organization's computing environment, ensuring it can meet current operational demands while positioning for future growth in an increasingly AI-driven landscape. Reliable, high-performing devices are now foundational to productivity, cybersecurity, and the effective adoption of advanced digital tools.

A review of the current device inventory indicates a growing percentage of systems operating beyond their recommended lifecycle. These aging computers contribute to reduced system performance, increased downtime, and higher support costs. Users on older devices experience slower boot times, application lag, collaboration issues, and limited ability to effectively run modern cloud-based and AI-enabled applications—directly impacting efficiency and user satisfaction.

Impact in the AI Era

The shift toward AI-enabled tools introduces new hardware expectations. Older computers:

- Struggle with AI-enhanced applications (e.g., copilots, real-time analytics, automation tools)
- Lack sufficient RAM, CPU cores, and high-speed storage
- Cannot support emerging on-device AI capabilities (e.g., NPUs/GPUs)
- Experience latency when relying on cloud-based AI services

This results in inconsistent user experiences and limits the organization's ability to fully leverage AI investments.

Technical Risks of Aging Devices

- **Security Exposure:** Increased vulnerability due to unsupported systems and patching gaps
- **Hardware Degradation:** Higher failure rates beyond 4–5 years
- **Software Incompatibility:** Limited ability to support modern applications and security tools
- **Operational Burden:** Increased help desk demand and reactive maintenance

---

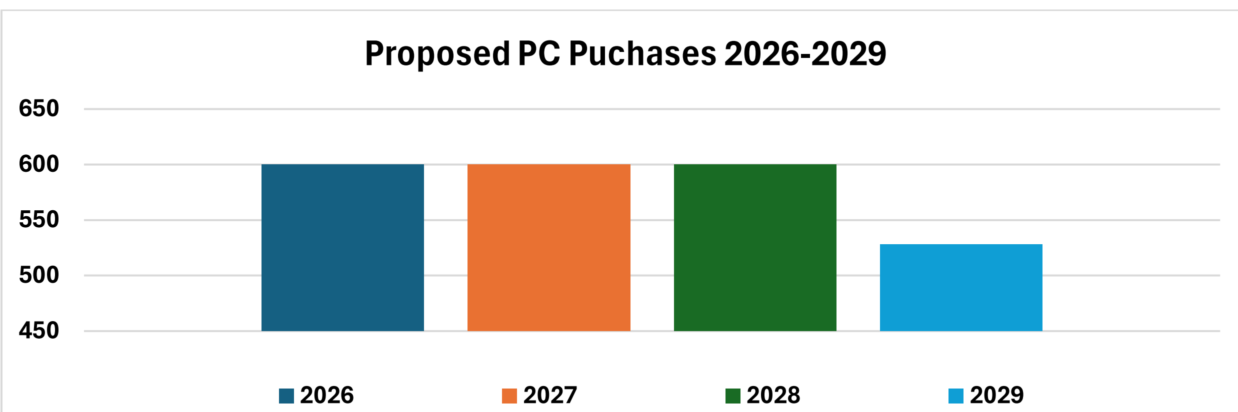
Device Age Distribution

Based on the current inventory completed for the state audit the recent purchase history is as follows:

Purchase Year	Number of Devices	Age (Years)	Risk Level	Notes
2026	50	0	Low	New / Current Standard
2025	449	1	Low	Fully Supported
2024	679	2	Low	Optimal Performance
2023	50	3	Moderate	Monitor Performance
2022	1150	4	Moderate	Plan Refresh

215	0	0	360	575
Z2 Minis (below G9)	EliteOne AIO (below G6)	ZBooks (≤G7 confirmed)	EliteBooks (≤G8)	Total Confirmed

OIT suggests an effort to more evenly distribute the refresh cycles so they are more similar year-over-year providing clearer financial planning and expenditure:



Budgetary Commitments and Funding Strategy

Sustaining a modern, secure, and AI-ready computing environment requires consistent and predictable financial investment. Rather than relying on sporadic, large-scale capital infusions, the organization has adopted a lifecycle-based budgeting model that aligns annual funding with our defined device replacement cycle. This approach enables the institution to smooth expenditures over time, reduce the risk of widespread device obsolescence, and ensure that technology capabilities evolve in step with organizational needs.

Failure to adequately fund a refresh strategy results in compounding technical debt, where aging devices degrade performance, increase support costs, and introduce security vulnerabilities. In the context of AI adoption, underinvestment in endpoint technology creates a structural barrier to innovation—preventing users from effectively leveraging modern tools and limiting the return on broader digital investments. By contrast, a well-planned funding model—supported by accurate asset data from systems like ServiceNow Hardware Asset Management—allows leadership to forecast replacement needs, align procurement with budget cycles, and make informed decisions based on total cost of ownership.

Establishing a dedicated, recurring refresh budget ensures that technology remains an enabler rather than a constraint, supporting productivity, security, and long-term institutional competitiveness.

IT Asset Management Considerations

A successful technology refresh strategy depends on strong asset lifecycle management. Leveraging ServiceNow Hardware Asset Management enables the organization to transition from reactive replacement to a proactive, data-driven model. Our recent investment in this tool will allow us better control of our IT assets and visibility of our environment.

Key capabilities include:

- **Comprehensive Asset Visibility**
  Maintain a centralized system of record for all hardware assets, including purchase date, warranty status, configuration, location, and assigned user. This ensures accurate lifecycle tracking and supports audit readiness.
- **Lifecycle and Refresh Planning**
  Automate lifecycle tracking with defined refresh thresholds (e.g., 4–5 years), enabling IT to forecast replacement needs, align budgeting cycles, and avoid large-scale, unplanned capital expenditures.
- **Procurement and Inventory Integration**
  Integrate procurement workflows to ensure all new devices are properly tagged, recorded, and deployed with standardized configurations. This reduces asset loss and improves inventory accuracy.

- **Contract and Warranty Management**
  Track vendor warranties and support agreements to minimize repair costs and inform decisions on repair vs. replacement.
- **Risk and Compliance Monitoring**
  Identify aging or non-compliant devices (e.g., unsupported OS, missing patches) and prioritize them for remediation or replacement, strengthening the organization's security posture.
- **Automation and Workflow Efficiency**
  Streamline device onboarding, reassignment, and retirement through automated workflows, reducing manual effort and improving consistency across IT operations.
- **Financial Management and Total Cost of Ownership (TCO)**
  Provide visibility into the full lifecycle cost of devices—including acquisition, support, and disposal—supporting more informed investment decisions.

Strategic Recommendation

Implement a **lifecycle-driven refresh model** supported by asset management tooling:

- Enforce a **4–5 year standard refresh cycle**
- Prioritize replacement of high-risk (5+ year) and moderate (4 year) aged devices
- Establish **AI-ready hardware standards** (modern CPU, 16GB+ RAM, SSD, optional GPU/NPU)
- Utilize asset data from ServiceNow to drive **forecasting, budgeting, and compliance**

Conclusion

Modernizing the computing environment is a critical investment in productivity, security, and innovation. By combining a structured refresh strategy with robust asset management capabilities through ServiceNow, the organization can reduce risk, optimize spending, and ensure it is fully equipped to support AI-driven and digitally enabled operations well into the future.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute Interlocal Participation Agreements with Lonestar Education and Research Network (LEARN)

DATE PREVIOUSLY SUBMITTED:

SUMMARY:

The Administration requests approval to participate in the Lonestar Education and Research Network (LEARN) Cooperative Purchasing Program by executing the required Interlocal Participation Agreement.

LEARN is a Texas-based, nonprofit consortium that provides cooperative purchasing and shared services to institutions of higher education, governmental entities, and other eligible public organizations throughout Texas. Participation in the LEARN Cooperative Purchasing Program will provide the University access to competitively solicited contracts for the procurement of goods and services, allowing the University to acquire products and services efficiently while maintaining compliance with applicable state procurement requirements.

Participation in the cooperative purchasing program is authorized pursuant to Texas Government Code § 2156.181 and the Texas Interlocal Cooperation Act (Texas Government Code Chapter 791). Utilizing cooperative purchasing contracts through LEARN will enhance procurement efficiency, reduce administrative costs associated with conducting independent solicitations, and provide timely access to qualified vendors offering competitively awarded contracts.

Term: 3 Years

SUPPORTING DOCUMENTATION: Interlocal Agreement

FISCAL IMPACT: Cost not to exceed $20,000
FOAP**:** 1000-31200-7201-50 | (Non-State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 15:06:17 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 15:55:52 CDT)

07/14/2026

PRESIDENT **DATE**

MASTER SERVICES AGREEMENT

This Master Service Agreement (this "Agreement") is entered into by and between [blank] a [blank] authorized under the laws of the State of Texas ("Member") and LEARN: Lonestar Education and Research Network ("LEARN") on the date that the last party to execute this Agreement does so (the "Effective Date").

1. DEFINITIONS.

(a) "Acceptance Criteria" means the Specifications set forth in the applicable Addendum.

(b) "Addendum" means the Network Services Addendum and/or the Professional Services Addendum.

(c) "Agreement" means this Agreement and each Statement of Work (SOW), any Service Order, Appendix, or any Addendum, and any other document specifically referenced herein or made a part of this Agreement.

(d) "Acceptable Use Policy (AUP)" means the LEARN AUP (defined in Section 11) and any other acceptable use policy of any Third-Party Provider, including but not limited to the acceptable use policy applicable to Internet2.

(e) "Authorized End Users" means staff, faculty, students and their guests who are on Member's Premises and are authorized to use the Services.

(f) "Completion Date" means the date the Network Services at the last site of the Member's Premises (as described in the applicable Service Order) is "live" and operational.

(g) "Effective Date" means the date first written above.

(h) "Equipment" means all equipment, hardware, and tangible property used to provide the Services including but not limited to power distribution panels, cooling fans, vents, racks, and fiber.

(i) "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety.

(j) "Fiber Optic Network" means the fiber optic network as designed, installed, implemented, maintained and tested by LEARN for Member pursuant to a Service Order for Network Services.

(k) "Network Services" means the design, procurement, installation, implementation and testing of a Fiber Optic Network, or other type of network, as more specifically set forth in the applicable Service Order.

(l) "Network Services Addendum" means the addendum applicable to Network Services, which is made part of this Agreement with respect to Network Services.

(m) "Personal Data" means information that identifies an individual and is governed by applicable privacy laws, that Member directly or indirectly makes accessible to LEARN and that LEARN collects, holds, stores, transmits, or uses in the course of providing the Services.

(n) "Member Premises" means the physical location of Member's facilities where the Services are performed.

(o) "Professional Services" means the routine maintenance and support of a Fiber Optic Network, or other type of network after the completion of any Network Services as more specifically set forth in the applicable Service Order.

(p) "Professional Services Addendum" means the addendum applicable to Professional Services, which is made part of this Agreement with respect to Professional Services.

(q) "Proprietary Information" means any or all rights in the world, whether or not filed or registered or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, other intellectual property rights laws or any other proprietary rights or equivalent rights or form of protection relating to intangible property anywhere in the world.

(r) "Service Orders" means the order describing the Network Services or Professional Services to be performed by LEARN which has been executed by the Parties which references this Agreement. A Service Order may be subject to additional terms, including the Network Services or Professional Services Addendum.

(s) "Service Start Date" means the date LEARN begins performing Services under a Service Order and/or an applicable SOW.

(t) "Services" means Network Services, Professional Services, and any other services performed under this Agreement and/or any applicable SOW or Service Order.

(u) "SOW" means a statement of work for the provision of Services other than Professional Services or Network Services. A SOW may be in any form mutually agreed to by LEARN and Member provided it references this Agreement.

(v) "Specifications" means the design and implementation details, parameters and criteria set forth in the applicable Service Order.

(w) "Third-Party Provider" has the meaning given to such term in Section 10 of this Agreement.

(x) "Unauthorized End Users" means anyone other than Authorized End Users.

(y) "Upstream Providers" means third parties that LEARN contracts with that have existing fiber optic and network infrastructure (dark fiber, lit fiber, and/or co-location space/power) that is necessary to use in order to provide the Services.

2. SERVICE ORDERS. During the Term of this Agreement, LEARN will provide to Member the Services described in the applicable Service Orders as of the Effective Date or made part of this Agreement after the Effective Date and any applicable SOW(s) the Parties may enter into under this Agreement. The Services may include preliminary Services, the Network Services and, if

applicable, any Professional Services. LEARN may provide Equipment in connection with the Services, subject to the terms and conditions of this Agreement and further subject to the availability and operational limitations of systems, facilities and Equipment. Under no circumstances shall the Services be deemed to include 911 services, or any other emergency services.

3. TERM AND TERMINATION.

(a) Term. The Term of this Agreement begins on the Effective Date and ends on the later of five (5) years after the Effective Date or the date the last Service Order then in effect expires or is terminated. Service Orders may be extended as more specifically set forth in the applicable Service Order or as mutually agreed to in writing by the Parties.

(b) Termination for Cause. If either Party commits a material breach of this Agreement, the other Party may terminate this Agreement, and/or the affected SOW or Service Order, if the breaching Party fails to cure the material breach within thirty (30) days of receiving written notice of material breach specifying in reasonable detail the material breach, or if the material breach may not be cured within thirty (30) days, then the breaching party shall have a reasonable amount of time to cure such material breach so long as the breaching party commences with such cure in a prompt manner. Additionally, should either Party: (i) be adjudged or become insolvent; (ii) have any proceedings instituted by or against it in bankruptcy, under insolvency laws, or for the Party's reorganization, receivership, dissolution, or liquidation; (iii) make an assignment for the benefit of creditors or any general arrangement with creditors; or (iv) discontinue business or adopt a resolution calling for same; the other Party may terminate this Agreement for cause upon twenty-four (24) hours written notice. For purposes of this Agreement, failure to pay amounts due, when due is a material breach of this Agreement.

(c) Early Termination and Early Termination Fees. Unless otherwise specified in the applicable Addendum, with one hundred eighty (180) days prior written notice subject to payment of the Early Termination Fees. In the event Member terminates this Agreement prior to the expiration of the Term, Member shall pay to LEARN the Early Termination Fees specified in the Service Order, or if none are specified, then one hundred percent (100%) of the remaining compensation to be paid under this Agreement as of the date of termination.

(d) Effect of Termination. Upon termination of this Agreement, LEARN shall have no further obligation to Member for the provision of any Services, may cease to provide such Services immediately upon any termination, and all amounts owed or to be owed under this Agreement shall become immediately due and payable, including any Early Termination Fees. Upon a termination of this Agreement (for any reason), LEARN may remove the Equipment pursuant to Section 6 of this Agreement.

4. FEES AND PAYMENT TERMS.

(a) Fees. Fees for Services will be as stated in the applicable SOW or as stated in the Service Order (if not stated in an SOW). All fees for Services will be priced and settled in U.S. Dollars.

(b) Payment Terms. Unless otherwise stated in the applicable Service Order, LEARN will invoice Member in advance and payment of LEARN invoices will be due and payable thirty (30) days from the date of the invoice.

(c) Taxes. Prices set forth in an applicable SOW are exclusive of and Member will pay all taxes (excluding those on LEARN's net income), surcharges, recovery fees, customs clearances, duties, levies, tariffs, shipping charges and other similar charges (and any associated interest and penalties resulting from Member's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Member provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Member may withhold or deduct any applicable taxes from payments due to LEARN, provided that Member will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish LEARN with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that LEARN may claim any applicable credit. Member shall be liable for all such taxes even if not invoiced by LEARN.

(d) Suspension of Services For Non-Payment. Without limiting LEARN's rights of termination in this Agreement, including pursuant to Section 3(b) above, LEARN may suspend Services without liability or penalty in the event Member fails to pay amount due under this Agreement when they become due. Services will be restored promptly after payment has been made.

5. ACCEPTANCE. Services shall be deemed accepted by Member unless (i) Member objects within seven (7) days of the Completion Date for such Service (as determined in the applicable Service Order), and (ii) such objection specifies in reasonable detail the portion of the Services which do not comply with the Acceptance Criteria ("Objection"). Upon receipt of an Objection, all other aspects of the Services shall be deemed accepted except for the portion of the Services set forth in the Objection. If LEARN agrees with the Objection, LEARN shall notify Member and LEARN shall proceed to correct the portion of the Services identified in the Objection in a reasonable timeframe. Upon completion of the re-performance of the Services identified in the Objection, Member shall have three (3) business days to accept or reject the Services. The process outlined above will continue until either the Services are accepted, deemed accepted, or LEARN determines that the Objection is not reasonable or is otherwise outside the scope of the Acceptance Criteria. The Completion Date for such Service shall be the date of the commencement of such Service once LEARN resolves the issue so that the Service complies with the terms of this Agreement.

6. TITLE TO EQUIPMENT, OTHER FACILITIES, AND WIRING. All Equipment and other facilities and wiring (including fiber) utilized by LEARN in providing the Services shall remain the property of LEARN (or the applicable Third-Party Provider), and, title to the foregoing shall remain vested in LEARN or the applicable Third-Party Provider throughout the terms of this Agreement and thereafter. LEARN reserves the right to utilize this Equipment, other facilities, and wiring (including fiber) to provide services for other entities not affiliated with Member. LEARN will use reasonable efforts to ensure any services provided to other entities will not interfere or impede service delivery to Member. Upon the termination of this Agreement, or an applicable Addenda, LEARN (or the applicable Third-Party Provider) shall have the right to remove all Equipment from Member's premises.

7. WARRANTIES.

(a) General Representations and Warranties. Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Texas and is duly authorized and in good standing to conduct business in the State of Texas. Each party also represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, that its execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound, and that the individual executing this Agreement on behalf of such party has been duly authorized to act for and bind such party.

(b) Service Warranties. LEARN will perform the Services in a good and workmanlike manner consistent with the standards and norms in the industry and in compliance with the Specifications. If the Services are not performed in material compliance with the Specifications, Member must inform LEARN within thirty (30) days of discovering such non-conformity but no more than one hundred twenty (120) days after the completion of the Services providing enough detail for LEARN to be able to evaluate the non-conformity. At LEARN's sole option, LEARN may repair, replace or reperform the applicable Services, or if not reasonably feasible in LEARN's sole discretion, LEARN may refund amounts which directly relate to the non-conforming Services. The foregoing is Member's sole and exclusive remedy for breach of warranty under this Agreement.

(c) Equipment Warranties. LEARN does not directly warrant any Equipment owned by Upstream Service Providers or otherwise provided by any Third-Party Provider. LEARN shall have no liability or responsibility for the failure of any Equipment owned by Upstream Service Providers or Third-Party Providers unless directly caused by the grossly negligent act or omission of LEARN. To the extent permitted, LEARN will pass through any warranties applicable to the Equipment for the benefit of Member.

(d) Disclaimer. EXCEPT AS EXPRESSLY SET OUT IN THE AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, OR AGREEMENTS, WITH RESPECT TO THE PROVISION OF SERVICES OR OTHERWISE, WHETHER ORAL OR IN WRITING AND WHETHER EXPRESS OR IMPLIED, EITHER BY OPERATION OF LAW, STATUTE OR OTHERWISE, ARE EXCLUDED TO THE EXTENT PERMITTED BY LAW AND REGULATION. THE SERVICES ARE PROVIDED ON AN AS IS, AS AVAILABLE BASIS, INCLUDING UNSCHEDULED OUTAGES, WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, LEARN EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EQUIPMENT OR OTHER FACILITIES OR WIRING WILL NOT BE CAPACITY CONSTRAINED, OR THAT THE SERVICES WILL BE ERROR-FREE, SECURE, VIRUS OR MALWARE FREE, OR UNINTERRUPTED. LEARN IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO LEARN, MEMBER PURCHASES THE DEVICES "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE EQUIPMENT MANUFACTURER, SUBJECT TO ANY LIMITATIONS, INCLUDING BUT NOT LIMITED TO TRANSFERABILITY TO SUBSEQUENT USERS AND/OR PURCHASERS. LEARN FURTHER DISCLAIMS ANY WARRANTY OF QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT OR THAT THE SERVICES OR EQUIPMENT WILL BE ERROR-FREE OR THAT OPERATION OF THE SERVICES OR EQUIPMENT WILL PERFORM UNINTERRUPTED. LEARN IS NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH THE SERVICES, AND LEARN EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH ANY OF THE EQUIPMENT, OR OTHER

FACILITIES OR WIRING. LEARN DOES NOT PROVIDE VIRUS OR MALWARE PROTECTION AND DOES NOT PROVIDE ANY FIREWALL OR OTHER SECURITY RELATED SERVICES. LEARN DOES NOT WARRANT THE GENERAL AVAILABILITY OF THE INTERNET.

8. INDEMNIFICATION: To the extent allowable by Texas law, Member shall indemnify, defend and hold harmless LEARN and its affiliates, and officers, directors, employees, and agents of any of them, from and against third-party claims (including claims brought by End Users (defined in Section 17)), damages, losses and expenses, including attorneys' fees, arising out of or resulting from (i) Member's use of any of the Services, (ii) any content transmitted by Member or its Authorized End Users through the Fiber Optic Network, (iii) violation of any AUP or applicable law by Member or its Authorized End Users, and (iv) any claim that Member, Member's Authorized End Users are or have infringed or misappropriated the intellectual property rights of a third party. LEARN must give prompt notice of the claim and shall to the extent requested by Member, at Member's sole cost and expense, provide reasonable assistance with the defense of the claim. Member shall have full and complete control over the defense and settlement of any claim but will not without Indemnitee's written approval enter into a settlement agreement that admits fault on the part of LEARN or requires LEARN to make any payment.

9. LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, MEMBER AGREES THAT THE MAXIMUM LIABILITY THAT LEARN AND ANY THIRD-PARTY PROVIDERS SHALL HAVE TO MEMBER UNDER, ARISING OUT OF, OR RELATING TO THIS AGREEMENT SHALL BE THE AMOUNTS PAID BY MEMBER TO LEARN WITH RESPECT TO THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT DURING THE PRECEDING 12 MONTHS, AND UNDER NO CIRCUMSTANCES SHALL LEARN OR ANY THIRD-PARTY PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES UNDER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, INCREASED COSTS, DAMAGE TO REPUTATION, OR OTHERWISE ARISING OUT OF, OR RELATING TO THIS AGREEMENT, EVEN IF LEARN HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL LEARN BE RESPONSIBLE OR LIABLE FOR THE ACTIONS OR OMISSIONS OF ANY THIRD-PARTY PROVIDERS. THIS PARAGRAPH 7 SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS ARE BROUGHT IN CONTRACT, TORT, STRICT LIABILITY, STATUTORY THEORY OF RECOVERY, OR OTHERWISE. ANY LEGAL ACTION ARISING IN CONNECTION WITH THIS AGREEMENT MUST BE FILED WITHIN TWO (2) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OR IT WILL BE DEEMED TIME-BARRED AND WAIVED. THE PARTIES WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

10. THIRD-PARTY PROVIDERS. Certain Services may be provided subject to the terms of a separate license or other agreement between LEARN and an Upstream Provider, a third-party licensor, a third-party service provider or an equipment or hardware manufacturer ("Third-Party Providers") for the provision of other services, equipment, hardware or licenses ("Third-Party Goods and Services"). Third-Party Goods and Services may be subject to terms and conditions set and required by such Third-Party Providers ("Third-Party Provider Terms"). Member's execution of the applicable SOW and/or Service Order that includes Third-Party Goods and Services is Member's agreement to comply with the terms and conditions of the Third-Party Provider Terms. Unless the applicable SOW expressly specifies otherwise, LEARN's sole responsibility with respect to Third-Party Goods and Services is to place Member's orders for such Third-Party Goods and Services, except that LEARN may invoice and collect payment from Member for the Third-Party Goods and Services. Member shall be fully responsible and liable for complying with any Third-Party Provider Terms, LEARN shall have no liability for any breach of warranty, breach or failure to perform or failure to provide goods and/or services by Third-Party Providers. Member shall indemnify,

defend and hold LEARN harmless from any and all claims, losses, liabilities, penalties, fines or other costs arising out of Member's failure to comply with any Third-Party Provider Terms.

11. ACCEPTABLE USE POLICIES. Member agrees to comply with any LEARN Acceptable Use Policy ("LEARN AUP") which may be in effect from time to time. LEARN may update, remove or amend the LEARN AUP at any time upon providing notice to Member. If applicable, Member further agrees to comply with the Acceptable Use Policy of any Third-Party Provider and for "Internet 2" located here: https://internet2.edu/community/about-us/policies/internet2-network-acceptable-use-policy-aup/.

12. ACCESS RIGHT; PERMITS; LICENSES. Member will, in a timely manner, allow LEARN (or the applicable Third-Party Provider) access as reasonably required for the Services to property and equipment that Member controls and will obtain at Member's expense, timely access for LEARN (or the applicable Third-Party Provider) as reasonably required for the Services to property controlled by third parties such as Member's landlord. LEARN will coordinate with and, except in an emergency, obtain Member's consent to enter upon Member's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Member's connection to LEARN's network. Member must provide LEARN timely information and access to Member's facilities and equipment as LEARN reasonably requires for the Services, subject to Member's reasonable security policies. Member will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as LEARN reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Member will have the Premises ready for LEARN to perform its work according to a mutually agreed schedule.

13. SAFE WORKING ENVIRONMENT. Member will ensure that the Premises is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. LEARN shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials. If LEARN encounters any Hazardous Materials at Member's Premises, LEARN may terminate the affected Services or may suspend performance until Member removes and remediates the Hazardous Materials at Member's expense in accordance with applicable law.

14. INDEPENDENT CONTRACTOR; SUBCONTRACTORS. LEARN is an independent contractor in connection with the provision of Services to Member under this Agreement, and neither party shall be considered an agent, employee or partner of the other party nor shall the parties be considered to be joint venturers. Neither party shall hold itself out as an agent, employee, or partner of the other party or as a joint venturer with the other party in connection with this Agreement. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except that LEARN is permitted to do as authorized elsewhere in this Agreement and either party is permitted to do as to the extent expressly authorized in a separate writing executed by the parties. Member acknowledges that many of the Services provided by LEARN are provided through subcontractors of LEARN. Accordingly, Member hereby consents to the use of subcontractors for the provision of field services (including but not limited to installation, repair, and maintenance of Equipment), field engineers and project managers.

15. SEVERABILITY. If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or

unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

16. DISPUTE RESOLUTION. The parties shall promptly require representatives who have the authority to resolve any dispute between the parties meet with each other in an effort to amicably resolve any dispute before either party terminates this Agreement or files any type of legal or equitable action. Notwithstanding the foregoing, nothing in this Section 10 shall be construed to prohibit or delay any party from seeking injunctive relief or specific performance from a court of competent jurisdiction in order to protect its rights.

17. USE, RESTRICTIONS, SUSPENSION.

    (a) Member shall permit only Authorized End Users to use the Services provided under this Agreement. Any use of the Services by an Unauthorized End User shall be a breach of this Agreement, and, without limiting LEARN's rights and remedies for such breach, Member shall immediately notify LEARN and take all steps necessary to stop such use immediately. Authorized End Users and Unauthorized End Users shall collectively be referred to as "End Users", and Member is responsible for all actions and omissions of each End User, all of which shall be attributable to Member for all purposes under this Agreement.

    (b) Member shall not (i) resell the Services, or license, distribute or otherwise transfer the Services, or the rights to use the Services, to any third-party (but Member may allow Authorized End Users to use the Services as set forth in (a) above), (ii) use the Services in a manner that interferes with use of the Services by other customers or Members of LEARN, (iii) use the Services in violation of any applicable law, rule, or regulation or the rights of any third-party, or (iv) use the Services in a manner that interferes with LEARN's or any Upstream Provider's services, or operation of any Equipment or other facilities or wiring. Without limiting LEARN's other rights and remedies under this Agreement, if Member violates any of the restrictions above, or if LEARN otherwise deems it necessary to do so such as where it is required by law, LEARN may suspend the Services without prior notice.

    (c) LEARN may suspend any or all Services for any of the following reasons: (i) Member's or any End User's violation of any AUP, (ii) any act or omission by Member or any End User that has or could have a material adverse impact to the Services, Equipment, and/or Member's Fiber Optic Network, (iii) suspected or actual fraud or abuse by Member or an End User, (iv) violation of applicable law, including but not limited to privacy laws, by Member or an End User, (v) infringement or misappropriation of a third party intellectual property right by Member or an End User, (vi) upon court order, subpoena or other governmental requirement, and/or (vii) threat of personal injury or death or other emergency situation. LEARN will provide notice to Member as soon as practicable and will restore Services once the reason for suspension has been remedied. LEARN shall have no liability for exercising its rights under this paragraph.

18. CONFIDENTIALITY

    (a) Member and LEARN agree that if either party provides confidential or proprietary information to the other party, including, but not limited to, technical and business information, pricing information, patentable ideas, trade secrets, existing and/or contemplated products and services, software, network schematics and designs, locations of components of security such as points of presence, hardware and platform utilized, technologies and protocols utilized, research and development, production information, cost information, profit and margin information, finances and financial projections, customers, clients, and current or future business models ("Proprietary Information"), such Proprietary Information shall be held in confidence by the receiving party, and the receiving party shall afford such Proprietary Information the same care and protection as it affords generally to its own confidential and proprietary information (which in any case shall be not less than reasonable care) in order to avoid disclosure to or unauthorized use by any third party. The parties acknowledge and agree that any verbal information disclosed by either party to the other in connection with or pursuant to this Agreement that has not also been submitted in writing by the disclosing party to the receiving party shall be deemed to be Proprietary Information of the disclosing party only if the disclosing party indicates that the verbal information is confidential or proprietary when it provides it to the receiving party and the disclosing party also confirms in writing to the receiving party that the verbal information is confidential or proprietary within 5 days thereafter. All Proprietary Information, unless otherwise specified in writing, shall remain the property of the disclosing party, shall be used by the receiving party only to perform its obligations and exercise its rights under this Agreement, and such written Proprietary Information, including all copies thereof, shall be returned to the disclosing party or destroyed after the receiving party's need for it has expired or upon the request of the disclosing party. Proprietary Information of the disclosing party shall not be reproduced except to the extent necessary for the receiving party to perform its obligations under this Agreement, or as otherwise may be expressly permitted in writing by the disclosing party. The terms of this Agreement, including the pricing-related terms, are the Proprietary Information of LEARN. The mere existence of this Agreement is not confidential.

(b) The foregoing provisions of this Section shall not apply to any Proprietary Information which (i) at the time disclosed is publicly available other than through the disclosing party; (ii) is required to be disclosed by a governmental or judicial law, order, rule or regulation (subject to clause (c) below); (iii) is independently developed by the receiving party; or (iv) becomes available to the receiving party without restriction from a third party; provided that clauses (iii) and (iv) are not meant to apply to, or in any way limit, Member's obligation to keep the terms of this Agreement confidential.

(c) Notwithstanding clauses (a) and (b) of this Section, the receiving party may disclose Proprietary Information of the disclosing party to the receiving party's employees, agents, and legal and financial advisors if necessary or appropriate in connection with this Agreement or in obtaining financing, provided that each such person or entity is notified of the confidential and proprietary nature of such Proprietary Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure. In addition, each party is responsible for the actions and omissions of its employees, agents, and legal and financial advisors to whom it provides any of the other party's Proprietary Information as to any uses or disclosures of such Proprietary Information by such employees, agents, and legal and financial providers.

(d) If the receiving party is required to disclose all or any part of the Proprietary Information of the disclosing party, each party agrees to discuss and work cooperatively, in good faith, with the other party, to protect, to the extent possible, those items or matters which the disclosing party deems confidential and which may, in accordance with applicable laws, be protected from disclosure; including filing, or participating in filing, any documents with the Texas Attorney General to prevent disclosure under the open records laws.

19. PRIVACY. Each party is responsible for complying with the privacy laws applicable to its business. LEARN shall require its personnel, agents and contractors who process Member Personal Data to protect Member Personal Data in accordance with the data protection laws and regulations applicable to LEARN's business. If Member does not want LEARN to comprehend Member data to which it may have access in performing Services, Member must encrypt such data so that it will be unintelligible. Member is responsible for obtaining consent from and giving notice to its Authorized Users, employees and agents regarding Member's and LEARN's collection and use of the Authorized User, employee or agent information in connection with a Service. Member will only make accessible or provide Member Personal Data to LEARN when it has the legal authority to do so. Unless otherwise directed by Member in writing, if LEARN designates a dedicated account representative as Member's primary contact with LEARN, Member authorizes that representative to discuss and disclose Member's customer proprietary network information to any employee or agent of Member without a need for further authentication or authorization.

20. FORCE MAJEURE. Neither party shall be in breach of this Agreement or otherwise liable if its performance is prevented or delayed as a result of any event or circumstance beyond its reasonable control, including fires, floods, acts of God, acts of terrorism or war, outbreak of diseases or continuation of COVID 19-related issues, strikes, or failure of supply chains. A party invoking this force majeure clause shall promptly notify the other party. This provision does not apply to Member's obligations to pay amounts due or owed for the Services.

21. NON-SOLICITATION. Member agrees that for so long as a Service Order is in effect between Member and LEARN and for a period of one (1) year after the termination or expiration of the last Service Order, neither Member nor its affiliates, nor any of their officers, directors, managers, employees, agents and representatives (each a "Member Party") will solicit, directly or indirectly, LEARN's employees, consultants or contractors to terminate or modify such employee's, consultant's or contractor's relationship with LEARN or to employ or engage LEARN's employees, consultants or contractors with a Member Party.

22. GOVERNING LAW. With respect to any action under, relating to, or arising out of this Agreement, the parties consent to the exclusive jurisdiction of the courts in Lubbock County, Lubbock Texas, and the parties also agree that venue is proper in and waive any objection to any action being brought in any of these courts. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without reference to its laws governing conflicts of law.

23. THIRD-PARTY BENEFICIARIES. This Agreement is for the benefit of Member and LEARN and, except for Third-Party Providers, does not provide any third party (including Authorized End Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege. Third-Party Providers are expressly made a third-party beneficiary to this Agreement for purposes of enforcing provisions relating to indemnification and limitation on liability as well as Third-Party Provider Terms against Member.

24. NOTICES. Except with respect to invoices as addressed in Section 3, all notices or communications to either party by the other will be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each and will be deemed given on the date personally delivered or deposited in the mail, as applicable, unless otherwise provided herein.

Member: Name
C/O Department of Information Technology
Address
City, ST ZIP
Attn: Name
Telephone: (xxx) xxx-xxxx
Email: name@hello.edu

LEARN: LEARN
1720 Bray Central Drive, Suite 100 LL
McKinney, Texas 75069
Attn: Kerry Mobley, President & CEO
Telephone: (806) 743-7878
Email: contracts@tx-learn.net

25. INSURANCE. LEARN agrees to maintain, at LEARN's sole expense the following insurance coverage in at least the amounts specified:

(a) Workers Compensation – Statutory Limits;
(b) Employer's Liability – $1,000,000 per accident and employee;
(c) Commercial General Liability (including contractual liability) – $1,000,000 per occurrence;
(d) Product/Completed Ops – $2,000,000 aggregate;
(e) Auto Liability – $1,000,000 combined single limit
(f) Technology Errors & Omissions (including Network Security & Privacy Liability) – $1,000,000 per occurrence

26. STATE ENTITIES. This Section 26shall only apply if Member is a state agency, public institution of higher education or other state government entity of the State of Texas.

a. DISPUTE RESOLUTION. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by to attempt to resolve any claim made for breach of contract that cannot be resolved in the ordinary course of business. Each party shall submit written notice of a claim of breach of contract to the other party, who shall examine the claim, make any counterclaim and negotiate with the other in an effort to resolve the claim.

b. PUBLIC INFORMATION. The Member strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to the Member, LEARN will make any information previously created or exchanged with the Member pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the Member.

c. LOSS OF FUNDING. If performance by Member under this Agreement is dependent upon the appropriation and allotment of funds by the Texas State Legislature (the

"Legislature"), and if the Legislature fails to appropriate or allot the necessary funds for Member to comply with this Agreement, then Member will promptly issue written notice to LEARN terminating this Agreement upon 90 days advance notice to LEARN, but if any amounts remain owed to LEARN at termination, Member will pay within 30 days after termination.

d. NON-WAIVER. If a Member is an agency of the State of Texas, nothing in the Agreement waives or relinquishes Member's rights to claim any exemptions, privileges, and immunities as may be provided by law except to the extent, if at all, set forth immediately below : __________________________.

e. DEBTS OR DELINQUENCIES. Pursuant to Section 2252.903, Texas Government Code, LEARN agrees that any payments due to LEARN under this Agreement may be applied toward certain debts or delinquencies that LEARN owes the State of Texas.

f. CHILD SUPPORT. Under Section 231.006, Texas Family Code, LEARN certifies that it is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

g. ELIGIBILITY CERTIFICATION. Under Section 2155.004, Texas Government Code, LEARN certifies it is not ineligible to enter into this Agreement and acknowledges that this Agreement may be terminated, and payment withheld if this certification is inaccurate.

h. BUY TEXAS. To the extent applicable with respect to its performance under this Agreement, LEARN agrees to comply with Section 2155.441, Texas Government Code, requiring the purchase of products and materials produced in Texas when they are available at a price, quality, and time comparable to products and materials outside of the state.

i. STATE AUDITOR'S OFFICE. LEARN understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. LEARN agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.

j. NO FINANCIAL INTEREST. To the best of each party's knowledge, no member of the Board of Regents of the Member has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

k. NO BOYCOTT OF ISRAEL. Pursuant to Section 2270.002, Texas Government Code, LEARN hereby (a) represents that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of it, boycotts Israel, and (b) except to the extent required or otherwise expressly permitted by applicable federal law, including, without limitation, 50 U.S.C. Section 4607 and 15 C.F.R. Part 760, agrees that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of it, will boycott Israel during the term of this Agreement. As used in the immediately preceding sentence, the terms "boycotts Israel" and "boycott Israel" shall have the meaning assigned to the term “boycott Israel” in Section 2270.001, Texas Government Code.

l. DEBARMENT: LEARN certifies that it and its Principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions.

27. MISCELLANEOUS. This Agreement, which includes the Service Orders, any SOW, Appendix, or any Addendum and any other document or terms or conditions referenced herein constitutes the entire agreement between the parties relative to the subject matter and may only be modified or amended by a written agreement signed by both parties. No additional or alternative terms or conditions or any alteration to this Agreement proposed by Member contained or referred to in a purchase order or other form or document submitted to LEARN shall be deemed to apply. Member may not assign this Agreement nor transfer any of its rights or obligations under this Agreement to any third party unless Member receives LEARN’s prior written consent. The failure of a party to enforce any provision of this Agreement or to exercise any rights or remedies under this Agreement will not be construed as a waiver or relinquishment of such party’s right to assert or rely upon any such provision, right or remedy in any other instance. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which shall constitute one single agreement between the Parties. A signature delivered by pdf format or facsimile will be considered an original. The provisions of this Agreement that by their nature are continuing shall continue in full force and effect and shall bind the Parties beyond any termination of this Agreement. In the event of a direct conflict between the terms of this Agreement and any SOW or Service Order, the terms of this Agreement shall govern.

ACCEPTED AND AGREED:

LEARN: LONESTAR EDUCATION AND RESEARCH NETWORK	**MEMBER**
Signature	Signature
Kerry Mobley President & CEO	Name: Title:
Date	Date

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute a Contract with Campus Safety, LLC for Lockdown Systems

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:
The Administration requests approval to negotiate and execute agreements for the purchase and installation of campus lockdown systems to strengthen the University's safety and security infrastructure. The proposed systems will provide the capability to rapidly secure classrooms, offices, and other occupied spaces during active threats and emergency situations, enhancing the University's emergency preparedness and response capabilities.

The proposed investment will complement the University's existing public safety measures by deploying code-compliant emergency lockdown technology designed to protect students, faculty, staff, and visitors while supporting a safe and secure learning and working environment. This initiative advances the University's commitment to operational excellence, campus resilience, and the continued enhancement of life safety across the institution.

The University awards contracts to the respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.

The Administration recommends Campus Safety, LLC for this award through The Interlocal Purchasing System (TIPS) Contract No. 24020301, in accordance with Texas Education Code § 51.9335.

Campus Safety, LLC is not a Veteran United in Business (VetHUB), and Form 1295 has been submitted.

SUPPORTING DOCUMENTATION: Cost Proposal (Under the Cover)

FISCAL IMPACT: NTE: $400,000 | BOA0001741
1000-62000-7253-70 (Non-State Appropriated Funds)

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

________________	07/14/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb J'Maine Chubb (Jul 14, 2026 15:03:01 CDT)	07/14/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Jul 14, 2026 16:03:07 CDT)	07/14/2026
PRESIDENT	**DATE**

Links Additional Support for Lockdown Systems

https://www.youtube.com/watch?v=ORT-xaKjGek

https://youtu.be/KgGWGTlKUPs?is=zb4b4N3GlXjfFBcW

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute Contracts with Arthur J. Gallagher & Co. and McGriff Insurance Services, LLC for Property and Casualty and Intercollegiate Athletes Accident Insurance Policies for Fiscal Year 2027

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to negotiate and execute the following insurance contracts for Fiscal Year 2027:

- Property and Casualty Insurance Program – Renew and place the University's property and casualty insurance coverage through Arthur J. Gallagher & Co. utilizing the Sourcewell Insurance Brokerage and Consulting Cooperative Contract (Contract No. 012125-GLG). This program provides comprehensive protection for the University's facilities, physical assets, and operations against covered losses and business interruption, supporting operational continuity.
- Intercollegiate Athlete Accident Insurance – Renew and place the University's intercollegiate athlete accident insurance coverage through McGriff Insurance Services, LLC utilizing the OMNIA Partners Risk/Insurance Management Solutions Cooperative Contract administered by Region 14 Education Service Center (Contract No. 159337). This policy provides accident and medical benefits for student-athletes participating in authorized intercollegiate athletic activities.

The University utilizes cooperative purchasing programs in accordance with Texas Education Code § 51.9335 and awards contracts that provide the best value to the State of Texas and Texas Southern University, consistent with Texas Government Code § 2155.074.

Arthur J. Gallagher & Co. and McGriff Insurance Services, LLC are not VETHUB vendors. The final contracts will be executed upon completion of all applicable statutory and regulatory requirements, including submission of Texas Ethics Commission Form 1295, if required.

SUPPORTING DOCUMENTATION: Summary of Proposed Coverage (Under Separate Cover)

FISCAL IMPACT: Under Separate Cover | BOA0001738 | Non-State Appropriated Funds
University FOAP: 1000-31001-7216-70 & 1000-31001-7204-70

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

[signature]	07/14/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb J'Maine Chubb (Jul 14, 2026 14:02:11 CDT)	07/14/2026
CHIEF FINANCIAL OFFICER	**DATE**
James Crawford (Jul 14, 2026 21:02:34 CDT)	07/14/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Modify Banking Resolution and Signature Cards

DATE PREVIOUSLY SUBMITTED: 6/2024

SUMMARY:

Approval is requested to make the following changes to the depository accounts at J.P. Morgan Chase Bank and Unity National Bank:

Current Signature Card
1 James W. Crawford, III, President 2 Carl Goodman, Provost and Sr. Vice President for Academic Affairs 3 John Pittman, Interim VP for Business and Finance/CFO
Update/Addition to Current Signature Card
1 John Pittman, Interim VP for Business and Finance/CFO (Remove) 2 J.W. Crawford, III, President (Edit) 3 Rodney D. Smith, SVP and Chief Administration Officer (Add) 4 J'Maine Chubb, VP for Business and Finance/Chief Financial Officer (Add)

SUPPORTING DOCUMENTATION: NONE

FISCAL IMPACT: No Fiscal Impact

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 22:27:35 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 22:05:37 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research and Student Life

ITEM: Request Approval to Renew Contracts with EBSCO, Elsevier, and ProQuest for Library Learning Center Subscriptions and Database Services

DATE PREVIOUSLY SUBMITTED: August 2025

SUMMARY:

The Administration requests approval to negotiate and execute contract renewals for subscriptions and databases with EBSCO, Elsevier, & ProQuest for the Library Learning Center.

- **EBSCO Information Services (three-year contract term)** provides most of the library's print and electronic journal subscriptions and electronic databases, as well as access to eBooks. These resources cover subjects across TSU's degree programs.
- **Elsevier (one-year contract term)**, a global leader in information and analytics, helps researchers and healthcare professionals advance science and improve health outcomes. Elsevier provides access to a large portion of the library's databases for science, technology, engineering, and medicine-based programs.
- **ProQuest (three-year contract term)** provides journal subscriptions and electronic databases across TSU's degree programs as well as access to eBooks.

The renewal of these contracts will provide up-to-date literature in fields relevant to the University's curricular and research needs for students, faculty, and staff. Renewal also allows TSU to maintain accreditation. The renewal for Elsevier will commence on September 1, 2026, under a one-year term contract. These contracts are exempt from bidding according to Texas Government Code Section 2155.139, which allows acquisitions for libraries operated as part of an institution of higher education when the goods or services acquired include serial and journal subscriptions, electronic databases, information products, library materials, library services, or library equipment and supplies.

SUPPORTING DOCUMENTATION: Quotes & Scope of Work

FISCAL IMPACT: Not to exceed: $1.6M Annually
FOAP: 0002-22800-7389-50 (State-Appropriated Funds)
1130-22800-7389-50 (Non-State Appropriated Funds) | BOA0001721

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 15:02:34 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 16:03:59 CDT)

07/14/2026

PRESIDENT **DATE**

GENERAL CONTRACT FOR SUBSCRIPTION SERVICES

1. Contracting Parties:

This contract is between EBSCO Information Services, LLC and Texas Southern University:

EBSCO INFORMATION SERVICES, LLC
P.O. Box 2543
Birmingham, AL 35202

LEGAL STATUS OF CONTRACTOR:
Large Business
DUNS # 118070086
Federal Tax ID: 63-6014186

TEXAS SOUTHERN UNIVERSITY
3100 Cleburne Street
Houston, TX 77004

2. **Statement of Consideration:**

The consideration for this agreement is in the mutual covenants and stipulations hereby agreed to by the parties and set forth in the following paragraphs.

3. General Purpose of Contract:

The general Statement of Work for this contract is: PROVIDE SUBSCRIPTION RENEWALS/SERVICES (FOREIGN AND DOMESTIC).

4. Contract Period:

Effective date 09/01/26 Termination date 04/30/30, unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options may be exercised annually by Texas Southern University.

5. Attachments and Exhibits:

Attachment A: Standard Terms and Conditions
Attachment B: Scope of Work
Attachment C: Payment of Terms

6. Payment:

See Attachment C: Payment Terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

EBSCO Information Services, LLC	Texas Southern University
Company Name	Company Name
Bowen Thagard	
Print or Type Name	Print or Type Name
Signed by: Bowen Thagard 3452D5C0BFB540F...	
Signature	Signature
EVP, Operations & Finance	
Title	Title
6/25/2026	
Date	Date

CONTRACT STANDARD TERMS AND CONDITIONS

ATTACHMENT A

1. **CONTRACT JURISDICTION:** The provisions of this contact shall be governed by the laws of the State of Texas. Venue for resolution of any dispute arising shall be within a Texas court of competent jurisdiction located in Harris County, Texas.

2. **RECORDS ADMINISTRATION:** EBSCO shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to EBSCO for cost authorized by this contract. These records shall be retained by EBSCO for at least four years after this contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

3. **AUDIT OF RECORDS:** EBSCO agrees to allow University, State and Federal Auditors, and the University and State Agency Staff, access to all records to this contract, for audit and inspection, and monitoring services. Such access will be performed during normal business hours, or by appointment.

4. **CONFLICT OF INTEREST:** EBSCO represents that none of its officer or employees are officers or employees of <u>Texas Southern University,</u> unless disclosure has been made in accordance with state law, code and personnel policy.

5. **EBSCO, AN INDEPENDENT CONTRACTOR:** EBSCO shall be an independent contractor, and as such have no authorization, express or implied, to bind the University to any agreements, settlements, liability, or understanding whatsoever, and agrees to not perform any acts as agents for the University, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to EBSCO by the University. EBSCO shall be responsible for the payment of all income tax and social security amounts due as a result of payments received by the University for these contract services. Persons employed by the University and acting under the direction of the University shall not be deemed employees or agents of EBSCO.

6. **EQUAL OPPORTUNITY CLAUSE:** EBSCO agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 which prohibits discrimination against any employee or applicant or recipient of services on the basis of race, religion, color, or national origin; and further agrees Executive Order No: 11246, as amended, which prohibits discrimination of the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, EBSCO agrees to abide by the State of Texas Anti-Discrimination Act which includes sexual harassment in the workplace.

7. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

8. **RENEGOTIATING OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

9. **TERMINATION:** Unless otherwise stated in the contract or special terms and conditions, this contract may be terminated, with or without cause, in advance of the specified expiration date, by either party, upon 30 days prior to written notice being given to the other party. On termination of the contract, all accounts and payments will be processed according to the financial agreements set forth herein for approved services rendered to date of termination.

10. **SALES TAX EXEMPTION:** Texas Southern University's sales and tax exemption number is 275505-6. The tangible personal property or services being purchased are being paid from the University's funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

11. **AGREEMENT NOT ASSIGNABLE:** This agreement is not assignable by either of the parties hereto, unless agreed to in writing by both parties of this contract.

12. **INVOICES:** Invoices shall be furnished to the satisfaction of the University's designated representative and shall be payable as provided. The work shall be delivered free from all claims, liens and charges whatsoever, and before making payment, the University may require evidence that all parties furnishing labor and materials for the work have been paid.

13. **ALTERNATIVE DISPUTE RESOLUTION**: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and the Contractor to attempt to resolve any claim for breach of Contract made by the Contractor. To initiate the process, the Contractor shall submit written notice, as required by subchapter B, to the General Counsel, Office of General Counsel, 3100 Cleburne, Houston, Texas 77004. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked.

14. **NON-APPROPRIATIONS**: Contractor understands that Texas Southern University is a governmental entity, and should the Legislature fail to provide funding for the University for any period during the term of this contract, Texas Southern University shall be excused for all liability for payment. Texas Southern University is required to give Contractor written notice within thirty (30) days after learning that the funds will not be available. Upon receiving written notice from Texas Southern University, this contract will automatically terminate.

15. **OFFICIALS NOT TO BENEFIT**: No trustee, officer, director, regent, employee, administrator and representative of Texas Southern University shall be admitted to any share or part of this agreement or to any benefit that may arise there from.

16. **INTELLECTUAL PROPERTY**: Contracting Party shall indemnify, defend and hold harmless the State of Texas and University against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the State of Texas and/or University in a judgment or settlement.

17. **FORCE MAJEURE**: In the event of Force Majeure, University may terminate this agreement by written notice and University shall not be responsible for any damages sustained by user but user shall be entitled to a pro rate return on any sum paid or any other acceptable arrangement mutually agreed to by the parties. Force Majeure shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, pandemic, endemic, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of University.

18. **CONFIDENTIALITY**: Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

19. **ELIGIBILITY TO RECEIVE PAYMENT**: Pursuant to Texas Family Code Section 231.006, Texas Government Code Sections 2155.004 and 2155.006, Contracting Party certifies that it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this representation and warranty is inaccurate.

20. **ANTI-BOYCOTT ISRAEL VERIFICATION**: The Contractor represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

21. **PAYMENT OF DEBT/DELINQUENCY TO STATE**: Contracting Party certifies that it is not indebted to the State of Texas and is current on all taxed owed to the State of Texas. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

22. **FOREIGN TERRORIST ORGANIZATIONS**: Contracting Party represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

23. **ENTIRE AGREEMENT:** This agreement contains entire understanding of the parties and no oral or other representations not contained herein shall be binding on the parties.

STATEMENT OF WORK
FOR
SUBSCRIPTION SERVICE
ATTACHMENT B

1. Introduction

Regarding this proposed contract, EBSCO's objective is to provide outstanding subscription services to Texas Southern University in the following ways:

- Assign personal account representative accessible to the library staff via e-mail, direct phone, direct 800 phone, mail and fax,

- Place orders for serials and periodicals quickly and accurately, and publisher permitting, run them to a common expiration date,

- Provide price quotes on back issues and new subscriptions as requested by the library,

- Respond to all requests from the library staff quickly and accurately,

- Place claims within 72 hours and follow up quickly and accurately,

- Make address and other changes requested by the library quickly and accurately,

- Visit the library upon request or as necessary to ensure exemplary services and work closely with the staff to tailor our services to their needs and to respond to the library's changing requirements.

1.1 EBSCONET: EBSCONET Subscription Management, our online subscription and eResource management platform, is available 24 hours a day, 7 days a week. It is the premier serials management system used by libraries worldwide and is a value-added service provided at no charge to you.

EBSCONET is designed to be an interactive platform where customers can not only view comprehensive details about their subscription accounts but can also communicate and exchange data with EBSCO in a variety of ways, including through the Customer Service Portal and comprehensive online renewal tools.

With EBSCONET, you can search the entire EBSCO catalog as well as your current and past orders. EBSCONET lets you:

- Search our title database and view title details for more than 384,000 titles from 128,000 publishers worldwide
- Place orders
- View real-time information about your orders
- Access historical order information for up to seven years (in detail) and order history at the title level back to the mid-1990s
- Manage renewals for individual titles and e-journal packages
- View detailed information about publishers' online access policies and license terms
- Generate and download reports, and use the EBSCONET Analytics tool to evaluate your collection using a variety of facets

- Place and follow up on claims
- Report and track subscription-related issues via our Customer Service Portal
- Receive title notifications advising you of important changes to your subscriptions, including changes in publisher, frequency, number of issues, format, and title status
- Download copies of invoices, credit memos and monthly account statements

EBSCONET is specifically designed to help you manage each stage of the subscription life cycle and empowers you to make informed, timely decisions about the resources you have on order.

Flexible account permissions allow libraries to create an unlimited number of administrative accounts, as well as multiple user accounts for individual library staff, providing them with access only to the features they need. Staff accounts can be restricted to read-only access or allow full editing functionality with multiple levels of user authorization, allowing you to tailor EBSCONET access to your library's needs and workflow.

You can also use EBSCONET to determine whether alternative formats are available or if a title is available in a publisher package. The publisher's terms and conditions are clearly displayed so you can view their policies on orders, cancellations and claims. You can also review publisher access information (including URLs), license details and pricing models for online titles.

1.2 Dedicated Account Representative: Sandra Howitt is the Customer Service Representative assigned to personally handle any questions you have concerning orders, delivery, claims, renewals, e-journal access and troubleshooting. She is also available to assist with management reports, invoices, credits and any other requests related to your subscription account. EBSCO's Customer Service Representatives are empowered to call publishers on your behalf to resolve claims and other issues. In addition, they are experts in e-resources and receive training specifically on managing e-journals and e-packages.

Sandra also has access to invoice and order history records and can quickly locate information about your subscriptions. Sandra can be reached via a direct toll-free number 855-258-6993 or by e-mail at showitt@ebsco.com.

All of EBSCO's Customer Service Representatives work in dedicated teams, sharing common issues and proposing solutions. Their team structure encourages collaboration and ensures the best service for your account. In the event your primary Customer Service Representative is out of the office, another Customer Service Representative who handles similar accounts will be able to assist you, ensuring consistently prompt response to communications.

1.3 Management Reports: EBSCO provides libraries with access to comprehensive management data to support collection analysis, financial oversight, renewal decision-making, and library workflows at no additional charge. Reporting capabilities within EBSCONET are designed to give libraries access to subscription, financial, and holdings information, offering adaptable solutions to meet evolving library needs. Libraries can access reports and data views related to, but not limited to, the following:

- Current and historical subscriptions, including active titles and subscription status
- Cancellations and format changes, supporting review of changes made during renewal and ordering cycles
- Title-level changes, including title transfers, cessations, and publisher or platform changes
- Publisher and platform information, including package composition and changes to

included titles
- Pricing and cost trends, including historical pricing and year-over-year price increases
- Electronic journal access and registration, including access status, licensing information, and backfile package coverage

The library can work directly with their dedicated Customer Service Representative to obtain specific data sets or custom reporting to meet their needs. EBSCO regularly supports both one-time and recurring data requests to address unique reporting, assessment, and administrative needs. EBSCO's reporting capabilities continue to evolve as systems and technologies advance. Our strategic direction emphasizes flexibility, automation, and usability, enabling libraries to access meaningful data while remaining responsive to changing library workflows and emerging data requirements.

1.4 Invoices: In addition to requesting payment, EBSCO's invoice provides pertinent and current bibliographic information to customers to help them control their serials collections.

Additional billings may sometimes be necessary when EBSCO has not been advised in advance of subscription rate changes or when publishers set prices after the order is placed. In these cases, we generate supplementary invoices and issue them monthly.

Invoice data is available electronically or via Electronic Data Interchange (EDI) with the ILS (depending upon availability). You can view invoices and current and previous monthly statements (which reflect payments and credits) via the Financial Information tab on EBSCONET. EBSCONET also indicates the balance of each invoice or credit.

1.5 Electronic Data Interchange: EBSCO manages an array of Electronic Data Interchange (EDI) activities. With 250 completed interfaces to more than 100 integrated library systems, EBSCO leads the industry in the development of linkage between our serials control systems and the systems used by our customers. We also electronically exchange information with publishers and other information providers. Our Information Systems & Services staff continues to play a leadership role in the development of ANSI (American Nation Standards Institute) Standard X12 and its application to the serials industry. EBSCO is committed to streamlining the electronic exchange of data to save time and money for serials managers and providers.

EBSCO offers the following EDI services at no charge to assist customers in managing their serials:

<u>Electronic transitional services</u>

<u>Electronic Invoices</u>: EBSCO offers invoices on diskette, magnetic tape or cartridge, or via Internet File Transfer Protocol (FTP) for loading into automated library systems or into a PC for further manipulation with popular spreadsheet and database programs. In addition to pricing data, each invoice record contains up to 40 fields, including title name, ISSN, start date and publication frequency.

<u>Electronic Ordering, claiming and management reports</u>

<u>Ordering:</u> Customers can load order data into a transmittable file and electronically transmit it to EBSCO from a local ILS. Alternatively, customers can log onto our EBSCONET system and enter orders on a pre-formatted order screen.

Claiming: Customers can transmit claims data to EBSCO from their local ILS depending on their system capability.

Management Reports: EBSCO can provide raw report data via Internet FTP, and customers can use the data to create their own reports.

1.6 Order Processing: To process customer orders, EBSCO Customer Service Representatives select the appropriate title or edition from our online title database, select the appropriate term or period as requested by the customer or required by the publisher, select the correct bill-to and ship-to address for each title and activate the order function. Order activation produces a printed or electronic order form with an accompanying check or electronic payment to the publisher or fulfillment center. Order activation also produces a printed or electronic invoice to the customer.

Orders can be placed via phone, fax, e-mail, mail or *EBSCONET*. EBSCO's standard turn-around time for placement of new orders is three working days for titles already available in our title database. If a title is not listed in our database, we will place the order as soon as possible following receipt of rate and order placement information from the publishers.

We will request indexes, special issues, unnumbered supplements and other materials included in the basic subscription price. We will notify the agency of supplements, which are not supplied on subscription, so orders may be issued.

Upon request, orders will be placed and maintained to run on a calendar year basis where possible. If a title is not currently on a calendar year cycle, EBSCO can sometimes place orders requesting that the publishers adjust the subscription term to meet a common expiration date of December.

1.7 Claims: Claims can be submitted, and claim status can be reviewed, via the claiming functionality in EBSCONET. A claim can be created on the Order Details page by selecting "submit service request" and choosing "claim for print" from the drop-down menu. You can then view claim restrictions, select a claim reason and enter or select a volume/issue. Claims correspondence is included in the Customer Service Portal, which allows the library to view existing claims and act on them, including acknowledging receipt or reclaiming.

Titles with Claiming Restrictions
Claim restriction information is displayed on the title detail page in EBSCONET and is also available via the Titles with Claiming Restrictions report. This report identifies the titles in your collection that have publisher claiming restrictions. This information helps you avoid unnecessary claims and informs you of the publisher-allotted time frame for claiming.

Claim Follow-Up
EBSCO has designed efficient and effective methods of handling claims on behalf of our library customers. Claims can be sent via email or phone to your Customer Service Representative or placed online through EBSCONET. Online claims are handled as urgent, with contact to the publisher within 1 business day, but typically the same day the claim is received. First and second print claims for missing issues are sent electronically to publishers, either by email or by EDI, whenever accepted. Third and subsequent claims are handled by an individual who will make direct contact with a publisher representative and follow up periodically with the intention of obtaining a resolution or confirmation that the issue cannot be replaced. Claims for non-service are routed immediately to your Customer Service Representative for handling; these claims are

pursued until confirmation is received that the subscription has been started. Urgent claims, regardless of format, should be sent directly to your Customer Service Representative, who will follow up until the claim is resolved, or pursue alternate avenues for fulfillment if required by the libraries.

Proof of Payment
EBSCO sends full payment to publishers with your order to ensure prompt service. Generally, an EBSCO order serves as proof of payment for your subscriptions. Should additional proof of payment be required, your Customer Service Representative can work with you or the publisher to provide this documentation.

1.8 Cancellations: If an order is cancelled prior to expiration, EBSCO will notify the publisher and process the cancellation for you, unless a publisher has identified the title as non-cancelable. If an order is canceled, we will credit your account an amount equal to what we are refunded by the publisher, less a processing fee of thirty dollars ($30.00). In some cases, publishers will not issue refunds but will instead offer credits for publications or other provisions. EBSCO will pass on to you whatever credit we are allowed by the publisher.

1.9 EBSCO's Standard Terms and Conditions: This agreement incorporates the terms and conditions located at: https://www.ebsco.com/products/journal-subscription-services/terms-conditions, provided that in the event of conflict this agreement will prevail.

COST PROPOSAL & PAYMENT TERMS

ATTACHMENT C

EBSCO proposes to handle the subscription management services for Texas Southern University Library at an estimated amount of $480,000 for 2027, based on current subscriptions purchased. Our service charge will be 4.5% of publishers' retail for the life of the contract. EBSCO does not foresee any reason in which the service charge would increase or decrease. This is based on the conditions that exist today. EBSCO reserves the right to evaluate terms and conditions including price. Our long-term goal recognizes that changes in title lists occur regularly. We strive to maintain a consistent service fee level. Things outside of our control could include, but not be limited to, significant changes in our commissions from publishers, flip pricing commission changes, cancellations, significant changes in material ordered under the agreement, changes in payment practices, etc.

All titles will be processed at publisher retail rates subject to our terms and conditions which are outlined below. All our services are included in our quotation, as EBSCO does not charge for extra services. All our reports, automation interfaces, materials, barcode programs, EBSCONET, and transitional support are included within our proposal.

The title list has been processed through our system for your review. EBSCO will process all orders for the library as requested. Our title file is the largest in the world and is constantly updated with thousands of titles added each year. Subject to publisher restrictions we will add titles to our title file to support your unique requirements.

EBSCO's payment terms and pricing are noted in all of our catalogs. Electronic journals were priced at current publisher rates. If the library has special pricing agreements established with publishers EBSCO would need to be advised. We will always use the publisher's retail list or quoted price, which is clearly shown on each invoice. The only exceptions are titles for which a publisher does not offer a sufficient discount to EBSCO. These titles will incur a surcharge of up to $15.00, which will be added to the list price.

Invoices are net due upon receipt. Slow payments will carry a 1% per 30 day carrying charge beginning the 60th day for unpaid balances. We can quote a price for subscriptions at any time.

In addition to the subscription requirements noted in the Solicitation, EBSCO can offer value added services and database products.

LAST UPDATED: July 2024

EBSCO LICENSE AGREEMENT
Standard

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCO*host*, *EBSCO Discovery Service*, *EBSCO eBooks, Flipster* and related products to which Licensee has purchased access or a subscription. "Services" shall also include eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may not use artificial intelligence tools or machine learning technologies with any of the content included in the Databases or Services for any purpose. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee.

E. Licensee agrees to comply with the Copyright Act of 1976, and agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR

SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third-party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third-party resources without proper authorization.

D. EBSCO is not responsible if the third-party resources accessible via the Services fail to operate properly or if the third-party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Licensee will be liable for all costs of collection. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by EBSCO, will be the exclusive responsibility of the Licensee and/or Sites.

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Gibbons, EBSCO Publishing, Inc., 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kgibbons@ebsco.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our Privacy Policy represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our Privacy Policy.

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's Privacy Policy, which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the Privacy Policy.

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "**Addendum**") supplements the EBSCO License Agreement (the "**Agreement**") between the Customer ("**Customer**") and EBSCO Publishing, Inc. ("**EBSCO**").

1. Definitions

1.1 For the purpose of this Addendum the terms, "**Controller**," "**Processor**," "**Data Subject**," "**Personal Data**," "**Personal Data Breach**," "**Processing**," "**Subprocessor**," and "**Supervisory Authority**" shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.

1.2 "**Appropriate technical and organizational measures**" shall be interpreted in accordance with applicable Data Protection Legislation.

1.3 "**Customer Personal Data**" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

1.4 "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq*. (the "CCPA"), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.

1.5 "**International Data Transfer**" means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).

1.6 "**User Personal Data**" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.

2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products and services to the Customer purchased by the Customer from time to time.
2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:

(a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.

(b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.

2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.

2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.

2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.

2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.

2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data Breach affecting the Customer Personal Data.

2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.

2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or allow its procedures and documentation to be inspected or audited by Customer (or its designee) to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours without interrupting EBSCO's business operations, with reasonable advance notice (at least 45 days) to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year. The scope of such audit shall be limited to documents and records allowing the verification of EBSCO's compliance with the obligations set forth in this Addendum and shall not include financial records of EBSCO or any records concerning EBSCO's other customers. Remote audits shall be utilized where possible, with on-site audits occurring only where a walkthrough of the premises is required.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. Data Processing: EBSCO as Joint Controller With Customer

3.1 EBSCO and Customer shall act as joint Controllers with respect to User Personal Data.

3.2 EBSCO shall be responsible for providing Customer's end user Data Subjects with the information required under GDPR Articles 13 and 14 (including by identifying a contact point for Data Subjects) before processing User Personal Data, and with informing Customer's end users of the essence of EBSCO's arrangement with Customer.

3.3 EBSCO shall provide Customer's end user Data Subjects with the ability to exercise their individual rights with respect to User Personal Data within a self-service portal.

4. International Data Transfer

4.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

4.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and

4.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

4.2 To the extent that any User Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Controller Standard Contractual Clauses adopted by the European Commission ("**Controller Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:

4.2.1 Customer is the "data exporter" and EBSCO is the "data importer;" and

4.2.2 The provisions of Module One are incorporated; the provisions under Modules Two, Three and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.

4.3 The Processor Model Clauses and Controller Model Clauses shall be collectively, the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such change) and the parties shall execute a form of the New Contractual Clauses.

4.4 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule I, Schedule II, and Schedule III of this Addendum.

4.5 To the extent that the UK Information Commissioner's Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data or User Personal Data (with such clauses being the "**UK Standard Contractual Clauses**"), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1. **Name:**
   Address:
   Contact person's name, position and contact details:
   Activities relevant to the data transferred under these Clauses:
   Signature and date:
   Role (controller/processor): Controller and Joint Controller

2. **Additional Information:** EBSCO and Customer shall act as Joint Controllers with respect to User Personal Data (as defined in the Agreement). The Joint Controllers shall perform the following responsibilities accordingly:

Customer	EBSCO

- Personalization: Customer decides whether to enable features of personalized accounts in product
- Authorize the processing of end user data by EBSCO via the Agreement between parties
    o Provide legal basis for processing end user data
    o Establish the purposes and scope of processing
- Implementation of technical and organizational measures to ensure security of network
    o Access controls – provide guidelines to EBSCO for authorizing who may access the product under the customer's subscription
- Data Subject Access Requests
    o As needed, provides details of requests to EBSCO if request is received by Customer from end users (in the event that an end user submits a request through Customer rather than through EBSCO)
	- Implementation of organizational and technical measures
	    o See Schedule II for details
	- Maintenance and support of product
	    o Security patches
	    o Feature updates
	    o Technical support
	    o Availability and up-time
	- Data storage, including backups
	- Establish the purposes and scope of processing via the Agreement between Parties
	- Data Subject Access Requests
	    o Receives and processes Data Subject Access Requests and honors the data subject rights of information, access, rectification, erasure, restricted processing, data portability, right to object, and the right to avoid automated decision-making
	    o Manages the contact form, email address, and phone number for intake of privacy requests
	    o Upon request, notifies customer of data subject request

<table>
<tr><th>Customer</th><th>EBSCO</th></tr>
<tr><td></td><td>
- Provide legal basis for processing end user data
  o Agreement between parties establishes contract to provide services
  o Collection of individual consent and acceptance of terms of use, privacy policy, etc. from end users
- Incident response
  o Implementation of process
  o Notification of customer
- Subprocessors - vetting and notifying customer of new subprocessors
- Privacy Risk Assessments – conduct PRA/DPIA as needed for vendors, features, products, etc. which process personal information
</td></tr>
</table>

Data importer(s):
For Customer Personal Data:

1. **Name:** EBSCO International, Inc.
   Address: 10 Estes Street, Ipswich, MA 01938
   Contact person's name, position and contact details:
   Activities relevant to the data transferred under these Clauses: Academic and scholastic research
   Signature and date:
   Role (controller/processor): Processor

2. **Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data. "**Customer Personal Data**" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

1. **Name:** EBSCO International, Inc.
   Address: 10 Estes Street, Ipswich, MA 01938
   Contact person's name, position and contact details:
   Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation of user profiles
   Signature and date:
   Role (controller/processor): Joint Controller and Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Joint Controller of User Personal Data.

"**User Personal Data**" means the Personal Data provided directly by Customer's end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable**.**

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Schedule III for the link to the Subprocessors for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. **Network and Application Security and Vulnerability Management:**

   a. Measures of pseudonymization and encryption of personal data:
   Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.

   b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
   EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.

   c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
   All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure.
   For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.
   EBSCO continuously monitors service availability. The current status can be found here: https://status.ebsco.com/

d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:
EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

e. Measures for the protection of data during transmission:
All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

f. Measures for the protection of data during storage:
Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

g. Measures for ensuring system configuration, including default configuration:
Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

h. Measures for internal IT and IT security governance and management:
EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

i. Measures for certification/assurance of processes and products:
In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

j. Measures for ensuring data minimization:
EBSCO follows best practices for minimizing data attributes to only those needed to perform

required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:
Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:
A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:
It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:
Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:
EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. **Personnel Controls:**
   Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

   The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

   Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. **Physical security and environmental controls:**

   a. Measures for ensuring physical security of locations at which personal data are processed:
      EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

      EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see: https://aws.amazon.com/compliance/data-center/controls/.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

The controller has been notified of the use of the subprocessors linked below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

EBSCO

COST PROPOSAL

EBSCO proposes to handle the databases for Texas Southern University Library with a not to exceed amount of $1,133,582. This is based on the conditions that exist today. EBSCO reserves the right to evaluate terms and conditions, including price. Prices are contingent on Texas Southern University maintaining their current TexShare resources by purchasing an EBSCO Continuation Package for 9/1/2026 – 8/31/2029 for $206,441.00.

Below are the expected price projections for 2026-2029 for your electronic databases:

Product Name	Begin Date	Expire Date	Price
EBSCO Texas Continuation Package 2026-2029			$ 206,441.00
Academic Search Complete	09/01/2026	08/31/2029	
AGRICOLA	09/01/2026	08/31/2029	
Alt HealthWatch: HOST	09/01/2026	08/31/2029	
Bibliography of Indigenous Peoples in North America	09/01/2026	08/31/2029	
Book Review Digest Plus (H.W. Wilson)	09/01/2026	08/31/2029	
Business Abstracts with Full Text (H.W. Wilson)	09/01/2026	08/31/2029	
Business Continuity & Disaster Recovery Reference Center	09/01/2026	08/31/2029	
Business Source Complete	09/01/2026	08/31/2029	
Computer Source: Consumer Edition : HOST	09/01/2026	08/31/2029	
Consumer Health Complete	09/01/2026	08/31/2029	
Consumer Health Reference Center eBook Subscription	09/01/2026	08/31/2029	
Educational Administration Abstracts - HOST	09/01/2026	08/31/2029	
ERIC	09/01/2026	08/31/2029	
Essay & General Literature Index (H.W. Wilson)	09/01/2026	08/31/2029	
Family Studies Abstracts - HOST	09/01/2026	08/31/2029	
Fuente Academica Premier	09/01/2026	08/31/2029	
Health Source: Consumer Edition : HOST	09/01/2026	08/31/2029	
Health Source: Nursing/Academic Edition : HOST	09/01/2026	08/31/2029	
Hobbies and Crafts Source	09/01/2026	08/31/2029	
Hobbies and Crafts Source eBook Subscription	09/01/2026	08/31/2029	
Home Improvement Source	09/01/2026	08/31/2029	
Home Improvement Source eBook Subscription	09/01/2026	08/31/2029	
Humanities Full Text (H.W.Wilson)	09/01/2026	08/31/2029	
Information Science and Technology Abstracts	09/01/2026	08/31/2029	
Legal Collection	09/01/2026	08/31/2029	
Legal Information Source	09/01/2026	08/31/2029	
Literary Reference Source	09/01/2026	08/31/2029	
Literary Reference Source eBook Subscription	09/01/2026	08/31/2029	
MAS Complete	09/01/2026	08/31/2029	
MAS Reference eBook Subscription	09/01/2026	08/31/2029	
MasterFILE Complete	09/01/2026	08/31/2029	
MasterFILE Complete Reference eBook Subscription	09/01/2026	08/31/2029	
Medic Latina	09/01/2026	08/31/2029	
MEDLINE	09/01/2026	08/31/2029	
Middle Search Main Edition	09/01/2026	08/31/2029	
Middle Search Reference eBook Subscription	09/01/2026	08/31/2029	
Military and Government Collection	09/01/2026	08/31/2029	
Newspaper Source Plus	09/01/2026	08/31/2029	
Play Index (H.W.Wilson)	09/01/2026	08/31/2029	

Primary Search : HOST	09/01/2026	08/31/2029	
Primary Search Reference eBook Subscription	09/01/2026	08/31/2029	
Professional Development Collection : HOST	09/01/2026	08/31/2029	
Psychology and Behavioral Sciences Collection : HOST	09/01/2026	08/31/2029	
Race Relations Abstracts - HOST	09/01/2026	08/31/2029	
Referencia Latina	09/01/2026	08/31/2029	
Religion and Philosophy Collection	09/01/2026	08/31/2029	
Salud en Espanol	09/01/2026	08/31/2029	
Science & Technology Collection	09/01/2026	08/31/2029	
Serials Directory : HOST	09/01/2026	08/31/2029	
Short Story Index (H.W. Wilson)	09/01/2026	08/31/2029	
Small Business Source	09/01/2026	08/31/2029	
Small Business Source eBook Subscription	09/01/2026	08/31/2029	
Small Engine Repair Source	09/01/2026	08/31/2029	
Sustainability Reference Center	09/01/2026	08/31/2029	
Texas Reference Center	09/01/2026	08/31/2029	
TopicSearch – Host	09/01/2026	08/31/2029	
Vocational and Career Collection	09/01/2026	08/31/2029	

Package Year 1: $66,053.00
Package Year 2: $68,771.00
Package Year 3: $71,617.00
Total: $206,441.00

Product Name	Begin Date	Expire Date	Term In Months	Price
America: History & Life with Full Text	09/01/2026	08/31/2029	36	$75,270.00
			Year 1	$24,352.00
			Year 2	$25,083.00
			Year 3	$25,835.00
APA PsycArticles	09/01/2026	08/31/2029	36	$126,976.00
			Year 1	$41,081.00
			Year 2	$42,313.00
			Year 3	$43,582.00
Biological & Agricultural Index Plus (H.W. Wilson)	09/01/2026	08/31/2029	36	$7,971.00
			Year 1	$2,579.00
			Year 2	$2,656.00
			Year 3	$2,736.00
Child Development & Adolescent Studies	09/01/2026	08/31/2029	36	$4,645.00
			Year 1	$1,503.00
			Year 2	$1,548.00
			Year 3	$1,594.00
Education Research Complete	09/01/2026	08/31/2029	36	$24,922.00
			Year 1	$8,063.00
			Year 2	$8,305.00
			Year 3	$8,554.00
Human Resources Abstracts - HOST	09/01/2026	08/31/2029	36	$16,169.00
			Year 1	$5,231.00
			Year 2	$5,388.00
			Year 3	$5,550.00
Mental Measurements Yearbook with Tests in Print	09/01/2026	08/31/2029	36	$12,595.00
			Year 1	$4,075.00

			Year 2	$4,197.00
			Year 3	$4,323.00
MLA International Bibliography	09/01/2026	08/31/2029	36	$34,970.00
			Year 1	$11,314.00
			Year 2	$11,653.00
			Year 3	$12,003.00
OmniFile Full Text Select (H.W.Wilson)	09/01/2026	08/31/2029	36	$110,598.00
			Year 1	$35,782.00
			Year 2	$36,855.00
			Year 3	$37,961.00
Public Administration Abstracts - HOST	09/01/2026	08/31/2029	36	$13,522.00
			Year 1	$4,375.00
			Year 2	$4,506.00
			Year 3	$4,641.00
RIPM Jazz Periodicals: Music, History, and Culture	09/01/2026	08/31/2029	36	$13,075.00
			Year 1	$4,230.00
			Year 2	$4,357.00
			Year 3	$4,488.00
Science Full Text Select (H.W.Wilson)	09/01/2026	08/31/2029	36	$12,021.00
			Year 1	$3,889.00
			Year 2	$4,006.00
			Year 3	$4,126.00
Social Work Abstracts	09/01/2026	08/31/2029	36	$13,972.00
			Year 1	$4,520.00
			Year 2	$4,656.00
			Year 3	$4,796.00
Urban Studies Abstracts - HOST	09/01/2026	08/31/2029	36	$13,330.00
			Year 1	$4,313.00
			Year 2	$4,442.00
			Year 3	$4,575.00

Year 1 Total: $155,307.00
Year 2 Total: $159,965.00
Year 3 Total: $164,764.00

Total: $480,036.00

Product Name	Begin Date	Expire Date	Price
May 2027 - April 2030 EBSCO Comprehensive Package – 3 Year			$447,105.00
Academic Search Ultimate	05/01/2027	04/30/2030	
Applied Science & Technology Source Ultimate	05/01/2027	04/30/2030	
Apps - Cloud Service - (cloudser)	05/01/2027	04/30/2030	
Business Source Ultimate	05/01/2027	04/30/2030	
Communication Source	05/01/2027	04/30/2030	
EBSCO Discovery Service	05/01/2027	04/30/2030	
EBSCO Discovery Service Custom Catalog	05/01/2027	04/30/2030	
Education Source	05/01/2027	04/30/2030	
Energy & Power Source	05/01/2027	04/30/2030	
Engineering Source	05/01/2027	04/30/2030	

Full Text Finder	05/01/2027	04/30/2030	
Health Business Elite : HOST	05/01/2027	04/30/2030	
Health Policy Reference Center	05/01/2027	04/30/2030	
Humanities Source Ultimate	05/01/2027	04/30/2030	
Literary Reference Plus	05/01/2027	04/30/2030	
Literary Reference Source eBook Subscription	05/01/2027	04/30/2030	
Science Reference Source	05/01/2027	04/30/2030	
Science Reference Source eBook Subscription	05/01/2027	04/30/2030	
Sociology Source Ultimate	05/01/2027	04/30/2030	
eBook Subscription Academic Collection - (North America)	05/01/2027	04/30/2030	
eBook Subscription Business Collection (North America)	05/01/2027	04/30/2030	
eBook Subscription Education Collection	05/01/2027	04/30/2030	
eBook Subscription EngineeringCore	05/01/2027	04/30/2030	
eBook Subscription History Collection (North America)	05/01/2027	04/30/2030	

Package Year 1 $143,764.00
Package Year 2 $148,966.00
Package Year 3 $154,375.00

Total: $447,105.00

Year 1 Total: $365,124.00
Year 2 Total: $377,702.00
Year 3 Total: $390,756.00
Grand Total: $1,133,582.00

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

EBSCO Information Services, LLC	Texas Southern University
Company Name	Company Name
Bowen Thagard	
Print or Type Name	Print or Type Name
Signed by: Bowen Thagard 3452D5C0BFB540F...	
Signature	Signature
EVP, Operations & Finance	
Title	Title
6/25/2026	
Date	Date

ProQuest LLC
789 E. Eisenhower Parkway
Ann Arbor, MI 48108
United States

Order Form:

By signing this Order Form ("Order") you agree to license the Products subject to the Agreement described below and you certify that you are authorized to enter into this Agreement on behalf of the Client.

Client:	Texas Southern University		
Authorization by Client:		**Authorization by: ProQuest LLC**	
Signature:		Signature:	
	Duly Authorized Signature		
Name:		Name:	Tim McGee
Title:		Title:	Vice President, Sales Operations
Date Signed:		Date Signed:	June 25, 2026

Q-00872377 *PQ10080903/* ***Q-00862365***
*PQ10108797/****Q-00862813*** *PQ10090590****/Q-00864534*** *US1678122****/Q-00886148*** *PQ1A****/Q-00904756***

Product Name	Code	Start Date	End Date	Net Price
Black Thought and Culture - SUB	ASBLTC	10/1/2026	8/31/2027	1,447.12 USD
Black Thought and Culture - SUB	ASBLTC	9/1/2027	8/31/2028	1,641.83 USD
Black Women Writers - SUB	ASBLWW	10/1/2026	8/31/2027	4,036.54 USD
Black Women Writers - SUB	ASBLWW	9/1/2027	8/31/2028	4,579.64 USD
Drama Texts Collection - SUB	ASDRTC	10/1/2026	8/31/2027	3,663.94 USD
Drama Texts Collection - SUB	ASDRTC	9/1/2027	8/31/2028	4,156.90 USD
Music Reference Collection - SUB	ASMURC	10/1/2026	8/31/2027	3,539.75 USD
Music Reference Collection - SUB	ASMURC	9/1/2027	8/31/2028	4,016.01 USD
Music Online: Classical Scores Library Collection	ASSCOR	10/1/2026	8/31/2027	2,359.84 USD
Music Online: Classical Scores Library Collection	ASSCOR	9/1/2027	8/31/2028	2,677.34 USD

Black Thought and Culture - SUB	ASBLTC	9/1/2028	8/31/2029	1,711.61 USD
Black Women Writers - SUB	ASBLWW	9/1/2028	8/31/2029	4,774.28 USD
Drama Texts Collection - SUB	ASDRTC	9/1/2028	8/31/2029	4,333.57 USD
Music Reference Collection - SUB	ASMURC	9/1/2028	8/31/2029	4,186.69 USD
Music Online: Classical Scores Library Collection	ASSCOR	9/1/2028	8/31/2029	2,791.13 USD
Theatre Performance and Design Collection - SUB	ASTPDC	9/1/2026	8/31/2027	4,855.50 USD
Theatre Performance and Design Collection - SUB	ASTPDC	9/1/2027	8/31/2028	5,049.72 USD
Theatre Performance and Design Collection - SUB	ASTPDC	9/1/2028	8/31/2029	5,264.33 USD
RefWorks Institutional	REFWORKSINST	9/1/2026	8/31/2027	6,049.61 USD
RefWorks Institutional	REFWORKSINST	9/1/2027	8/31/2028	6,291.59 USD
RefWorks Institutional	REFWORKSINST	9/1/2028	8/31/2029	6,558.99 USD
Twentieth Century African American Poetry - CSF	S1C20AAP	9/1/2026	8/31/2027	400.00 USD
Twentieth Century African American Poetry – CSF	S1C20AAP	9/1/2027	8/31/2028	400.00 USD
Twentieth Century African American Poetry - CSF	S1C20AAP	9/1/2028	8/31/2029	400.00 USD
Screen Studies Collection	SCREENSTUDIESCOLL	9/1/2026	8/31/2027	8,725.70 USD
Screen Studies Collection	SCREENSTUDIESCOLL	9/1/2027	8/31/2028	9,074.73 USD
Screen Studies Collection	SCREENSTUDIESCOLL	9/1/2028	8/31/2029	9,460.40 USD
ProQuest One Black Studies	PQBLACKSTUDIES	9/1/2026	8/31/2027	27,516.96 USD
ProQuest One Black Studies	PQBLACKSTUDIES	9/1/2027	8/31/2028	28,617.64 USD
ProQuest One Black Studies	PQBLACKSTUDIES	9/1/2028	8/31/2029	29,833.89 USD
Music & Performing Arts Collection	MPACOLL	9/1/2026	8/31/2027	5,812.61 USD
Music & Performing Arts Collection	MPACOLL	9/1/2027	8/31/2028	6,045.11 USD
Music & Performing Arts Collection	MPACOLL	9/1/2028	8/31/2029	6,302.03 USD
Historical Newspapers: The Washington Post - CSF	S1HNWPO	9/1/2026	8/31/2027	3,865.00 USD
Historical Newspapers: The Washington Post - CSF	S1HNWPO	9/1/2027	8/31/2028	3,865.00 USD
Historical Newspapers: The Washington Post - CSF	S1HNWPO	9/1/2028	8/31/2029	3,865.00 USD

Historical Newspapers: The New York Times - CSF	S1HNNYT	9/1/2026	8/31/2027	5,855.00 USD
Historical Newspapers: The New York Times - CSF	S1HNNYT	9/1/2027	8/31/2028	5,855.00 USD
Historical Newspapers: The New York Times - CSF	S1HNNYT	9/1/2028	8/31/2029	5,855.00 USD
Ethnic Newswatch History - CSF	S1ENWHIST	9/1/2026	8/31/2027	220.00 USD
Ethnic Newswatch History - CSF	S1ENWHIST	9/1/2027	8/31/2028	220.00 USD
Ethnic Newswatch History - CSF	S1ENWHIST	9/1/2028	8/31/2029	220.00 USD
Ethnic NewsWatch Collection	ENWCMPLT	9/1/2026	8/31/2027	13,210.48 USD
Ethnic NewsWatch Collection	ENWCMPLT	9/1/2027	8/31/2028	13,738.90 USD
Ethnic NewsWatch Collection	ENWCMPLT	9/1/2028	8/31/2029	14,322.80 USD
DNSA - Continuing Service Fee for any DNSA product(s)	S1DNSA	9/1/2026	8/31/2027	840.00 USD
DNSA - Continuing Service Fee for any DNSA product(s)	S1DNSA	9/1/2027	8/31/2028	840.00 USD
DNSA - Continuing Service Fee for any DNSA product(s)	S1DNSA	9/1/2028	8/31/2029	840.00 USD
Black Studies Center - CSF	S1BSC	9/1/2026	8/31/2027	3,180.00 USD
Black Studies Center - CSF	S1BSC	9/1/2027	8/31/2028	3,180.00 USD
Black Studies Center - CSF	S1BSC	9/1/2028	8/31/2029	3,180.00 USD
African American Poetry - CSF	S1AAMPO	9/1/2026	8/31/2027	400.00 USD
African American Poetry - CSF	S1AAMPO	9/1/2027	8/31/2028	400.00 USD
African American Poetry - CSF	S1AAMPO	9/1/2028	8/31/2029	400.00 USD
New ProQuest Central component of ProQuest One Academic	NEWPQ1APQC	9/1/2026	8/31/2027	115,181.76 USD
New ProQuest Central component of ProQuest One Academic	NEWPQ1APQC	9/1/2027	8/31/2028	119,789.03 USD
New ProQuest Central component of ProQuest One Academic	NEWPQ1APQC	9/1/2028	8/31/2029	124,880.06 USD

O'Reilly for Higher Education O'Reilly for Higher Education	SAFORM SAFORM	8/1/2026 8/1/2027	7/31/2027 7/31/2028	21,354.77 USD 22,208.96 USD
O'Reilly for Higher Education	SAFORM	8/1/2028	7/31/2029	23,152.84 USD
Year 1 Price 253,474.59, Year 2 Price 264,445.82, Year 3 Price 275,057.46				

Renewal Term:
Upon Mutual Written Agreement.

Product Terms:

GOVERNING LAW & JURISDICTION State of Delaware
GOVERNING TERMS: The existing Agreement and those terms referenced on Order(s) will govern. Where there is no existing Agreement, the Clarivate Terms and the applicable Products/Service Terms available at https://clarivate.com/legal-center/terms-of-business and any terms referenced on this Order will apply. Terms detailed within this Order will control in the event of a conflict.

Legal Notice Information
Client Entity: Texas Southern University Client Legal Address: Robert J Terry Lib 3100 Cleburne St Houston TX United States 77004-4501

Billing Information: **Please review your billing address to ensure its accuracy.**	**Shipping Information:** **Please confirm the shipping address is accurate.**
Texas Southern University Robert J Terry Lib 3100 Cleburne St Houston TX United States 77004-4501	**Texas Southern University** Robert J Terry Lib 3100 Cleburne St Houston TX United States 77004-4501
Electronic **Invoice** Recipient(s): Danielle Devine danielle.devine@tsu.edu Haiying Li haiying.li@tsu.edu	Electronic **Renewal** Recipient(s): Danielle Devine danielle.devine@tsu.eduHaiying Li haiying.li@tsu.edu
If your subscribing institution requires the use of Purchase Orders, please indicate below. **Purchase Order #** **Billing Information Notes**	**Tax Registration Number #** If tax exempt, please include copy of supporting documentation with signed agreement or email a copy to tax.certificates@clarivate.com

IP Authentication:	**Barcode Scheme:**	**Alternative Authentication:**	**LIBCODE**
	Length: Prefix:		
Authentication Instructions:			

Account Manager Information:

Reveka Manokaren
| reveka.manokaren@clarivate.com

ELSEVIER

April 29, 2026

Danielle Devine
Business Administrator
Texas Southern Library and Learning Center
3100 Cleburne St
Houston, TX 77004

Re: 2026 Elsevier Subscriptions

Dear Danielle,

Thank you for allowing Elsevier to support your institution by maintaining your valued subscriptions. Below outlines the subscribed products, subscription start/end date, subscription year and fee obligation for the term. We understand that your subscriptions to Compendex and Knovel will begin on May 1, 2026, so they are excluded from this list of subscriptions beginning at or around September 1, 2026.

FY26 Texas Southern University Elsevier Subscriptions				
Rolling Year Subscriptions	Start Date	End Date	Subscription Year	Subscription Fee
Compendex	5/1/2026	8/31/2027	2027	21,447.00
Knovel	5/1/2026	8/31/2027	2027	22,913.00
Inspec	9/1/2026	8/31/2027	2027	30,926.00
Digital Commons	9/25/2026	9/24/2027	2027	35,608.00
EGS for Pure	9/25/2026	9/24/2027	2027	12,974.00
Scopus	8/1/2026	7/31/2027	2027	29,101.00
Embase	9/1/2026	8/31/2027	2027	30,472.00
Calendar Year Subscription	Start Date	End Date	Subscription Year	Subscription Fee
Science Direct	1/1/2027	12/31/ 2027	2027	$255,306.00
Total Elsevier Product				$438,751.00

We look forward to working with you to ensure a smooth renewal of your subscription. Your Elsevier account management team is available to address any questions or service issues you may have.

Brian Prentice
Senior Research Account Manager
Elsevier Inc.
Tel: +1 248 797 8268
E-mail: B.Prentice@elsevier.com

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development and Legislative Affairs

ITEM: Request Approval to Update the Rhinehart Music Auditorium 10-Year Designation to the Smith-Rhinehart Music Auditorium

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration recommends approval to designate the existing Rhinehart Music Auditorium as the Smith-Rhinehart Music Auditorium for a ten-year term in recognition of Dr. Harry Smith's $1,000,000 philanthropic commitment to Texas Southern University. The proposed designation is consistent with the University's Naming Policy (MAPP 07.02.01) and reflects the University's commitment to recognizing transformational philanthropy that advances its academic mission.

The Administration further recommends granting Dr. Smith a right of first refusal for the naming opportunity associated with any new music auditorium constructed during the ten-year naming period that replaces or succeeds the current Rhinehart Music Auditorium. This provision recognizes Dr. Smith's enduring investment in the University while preserving the Board of Regents' exclusive authority to approve future naming designations in accordance with the University's naming policy then in effect.

Upon approval by the Board of Regents, the University will redesignate the facility as the Smith-Rhinehart Music Auditorium and install appropriate signage and donor recognition consistent with University policy.

SUPPORTING DOCUMENTATION: Naming Opportunity Packet (Under Separate Cover)

FISCAL IMPACT: Positive Revenue Impact – $1,000,000 Philanthropic Gift | BOA0001701

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

[signature]	07/14/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb J'Maine Chubb (Jul 14, 2026 14:01:18 CDT)	07/14/2026
CHIEF FINANCIAL OFFICER	**DATE**
[signature] James Crawford (Jul 14, 2026 21:03:28 CDT)	07/14/2026
PRESIDENT	**DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Development and Legislative Affairs

ITEM: Request Approval of the Support Organization Agreement Between Texas Southern University and the Texas Southern University Foundation (Renewal)

DATE PREVIOUSLY SUBMITTED: April 25, 2026

SUMMARY:

This item seeks Board approval of the renewal of the Support Organization Agreement (sometimes referred to as a "Memorandum of Understanding") between Texas Southern University and the Texas Southern University Foundation.

A prior version of this Agreement was approved by the board at the April 25, 2026 retreat. Subsequent to board approval, the Texas Southern University Foundation requested modifications to the agreement specifically listed below:

- Paragraph 4.11 – extend the deadline from three business days to ten business days.
- Paragraph 4.15 – revise the language on requests for funds and extend the deadline from three business days to thirty business days.
- Paragraph 4.16 – add "or provost."
- Paragraph 5.04 – remove "with the approval of the Vice President for Development and Alumni Engagement."
- Section 5 - renumber Section 5 beginning at paragraph 5.03 to eliminate duplicative numbering.
- Section 12 - renumber Section 12 beginning at paragraph 12.04 to eliminate duplicative numbering.

The University and the Foundation made other minor changes to the Agreement, including paragraph renumbering. The Texas Southern University Foundation formally approved, for executed this proposed version of the Agreement.

SUPPORTING DOCUMENTATION: Support Organization Agreement (Redline and Final Versions)

FISCAL IMPACT: N/A

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

[signature]	07/10/2026
GENERAL COUNSEL	**DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb J'Maine Chubb (Jul 12, 2026 22:29:45 CDT)	07/12/2026
CHIEF FINANCIAL OFFICER	**DATE**
[signature] James Crawford (Jul 14, 2026 21:04:54 CDT)	07/14/2026
PRESIDENT	**DATE**

Support Organization Agreement
By and Between Texas Southern University and Texas Southern University Foundation

This Support Organization Agreement ("Agreement") is by and between Texas Southern University, an institution of higher education organized under Chapter 106 of the Texas Education Code and organized under the laws of the State of Texas ("University") and organized under the laws of the State of Texas, and the Texas Southern University Foundation, a not-for-profit corporation organized and existing under the laws of the State of Texas ("Foundation"). Hereinafter, the University and the Foundation are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, the University recognizes that the Foundation supports and fosters the educational activities and pursuits of the University, is responsive to the educational needs of the University, and wishes to develop and maintain a close and continuous relationship with the University; and

WHEREAS, the Foundation is a private support group organized as a non-profit corporation under the laws of the State of Texas to engage in charitable, educational, and support activities within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, including for such purposes as the advancement and general welfare of the educational programs and objectives of the University; and

WHEREAS, the Foundation solicits, receives, invests, and administers funds from gifts, contracts, grants and bequests and makes disbursements thereof to various recipients for use in support and furtherance of the purposes and objectives of the University; and

WHEREAS, the Foundation wishes to make disbursements from time to time to the extent and for the purposes that the Foundation deems appropriate in support of the University, in accordance with this Agreement and the Board of Regents Policy No. 32.06, a copy is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, in accordance with the Texas Government Code, Section 2255, as may be amended from time to time, the Parties desire to formalize the relationship between the University and the Foundation.

Formatted: Font: (Default) Times New Roman

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE:

1.01 The University and the Foundation deem it appropriate to, and do hereby, memorialize the relationship between the Foundation and the University, and agree to mutually establish the respective roles, rights and obligations of the University and the Foundation in this relationship.

1.02 The Foundation shall exist with the sole purpose of supporting the University for the advancement and general welfare of the educational programs and objectives of the University. In accordance with the Foundation's governing documents, such support includes but is not limited to:

a. Raising, managing, distributing, and securing funds for all legitimate purposes of the University;

b. Receiving, investing, distributing and accounting for all funds belonging to the Foundation;

c. Giving support both materially and through encouragement to the enhancement of the University, its programs, its students, its staff, and its faculty;

d. Such other purposes as may be appropriate.

2. TERM, MODIFICATIONS, AND TERMINATION

2.01 This Agreement shall commence on the date signed by the Parties and shall continue in effect until either party terminates the Agreement in accordance with Paragraph 2.03 herein.

2.02 The Parties agree that this Agreement shall be reviewed and updated by the Foundation and University no less than every five (5) years, calculated from September 1, 2025.

Formatted: Font: (Default) Times New Roman

2.03 Either party may terminate this Agreement without cause by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination. Either party may terminate this Agreement for cause, if after written notice of a breached term of this Agreement, the breach is not cured within thirty (30) days. Before any termination is exercised by either party, the Parties will use their best efforts to communicate and solve any grievances prior to termination.

2.04 In the event of termination, the Parties understand that the Foundation has a fiduciary duty to fulfill its responsibilities and obligations to donors under the terms of the gifts it has received to distribute and expend the funds for the University's benefit.

2.05 Upon termination of this Agreement, the Foundation shall:

a. Cease to use the University Name, or any other University trademark, service mark, name or logo given to it by the University pursuant to Section 8 of this Agreement, to solicit donations or for any other purpose and may not represent to alumni, donors, or the general public that the Foundation is affiliated with the University;

b. Provide an accounting to the University of all funds and assets held by the Foundation;

c. Transfer to the University, or a 501(c)(3) entity designated by the University, all funds and assets donated to the Foundation (or acquired with funds donated to the Foundation) in accordance with Paragraph 2.06 below, subject to the requirements of donor and grant agreements and applicable law.

2.06 Upon termination of the Agreement, the University and Foundation agree to the following processes to facilitate the continuity of University advancement and development activities:

a. **In-Process Commitments.** All gifts, pledges, grants, proposals, solicitations, and other commitments that are pending, in negotiation,

Formatted: Font: (Default) Times New Roman

under review, or otherwise in process but not formally submitted or pledged to the Foundation as of the effective date of termination ("In-Process Commitments") shall, to the extent possible, transition to the University for continued administration. Because the Foundation is a separately incorporated entity and the established legal recipient of philanthropic gifts and sponsored funding, the Foundation shall continue to receive, process, and administer all In-Process Commitments formally submitted or pledged to the Foundation prior to the termination date until such time as each commitment can be lawfully and appropriately transferred to the University provided that such transfer will not create a significant adverse financial result for the Foundation and/or University. In the event that a significant adverse result would occur, the Parties agree to defer any such transfer until such time as the adverse result can be avoided. The Parties shall work collaboratively and in good faith to effectuate such transfers when feasible, appropriate and permissible under donor intent, sponsor rules, and applicable law.

b. **Gifts, Pledges, and Planned Gifts.** All outstanding pledges, irrevocable planned gift instruments, and other gift commitments shall be transferred to the University or its designated successor entity to the extent such transfer is consistent with donor intent, applicable governing agreements and applicable law. Any in-kind gifts in the process of liquidation at the time of termination shall be completed by the Foundation, with net proceeds transferred to the University unless otherwise agreed in writing. The Foundation shall provide the University with copies of all gift agreements, planned giving documentation, stewardship materials, and relevant financial records to ensure continuity of administration.

Formatted: Font: (Default) Times New Roman

c. **Grants and Sponsored Funding.** For all active or pending grants for which the Foundation is the legal recipient, the Foundation shall provide prompt written notice to the grantor of the termination of this MOU and the resulting change in administrative structure and shall coordinate such notice with the University except where law, sponsor policy, or fiduciary duty requires otherwise. Where permitted by the grantor, the Parties shall jointly request a successor-in-interest or novation agreement transferring the grant to the University or another approved entity. Any unspent or uncommitted grant funds shall be handled in accordance with the grantor's terms, which may include return of funds or application to another mutually agreed purpose.

d. **Transition of Administration.** The Foundation shall transfer all funds, documentation, reporting obligations, stewardship records, and compliance materials as required by this section within a reasonable period, not to exceed ninety (90) days unless donor or sponsor requirements dictate otherwise. The Foundation shall fulfill all reporting, stewardship, and compliance obligations for commitments it continues to administer, and the University shall assume such obligations for commitments formally transferred to its administration. As to the funds and assets that the Foundation will continue to administer, the Parties acknowledge the Foundation's duty to administer those funds and assets in a prudent manner and consistent with its obligation to use such funds and assets to support the University.

e. **Donor and Sponsor Communication.** The Parties shall coordinate all communications with donors, prospects, and sponsoring agencies regarding any administrative transition. Neither Party shall unilaterally notify donors or sponsors of changes without prior consultation, except where required by law, sponsor policy, or fiduciary duty. Where donor

Formatted: Font: (Default) Times New Roman

consent is required for a change in managing entity, the Parties shall jointly approach the donor to obtain the necessary written approval.

f. **Costs and Matching Requirements.** Administrative responsibilities, indirect cost recovery, and any cost-sharing or matching commitments relating to a particular gift, pledge, grant, proposal, solicitation or other commitment shall be the responsibility of the Party who is responsible for administration of such matter as set forth in this section.

g. **Protection of Donor Intent and Sponsor Requirements.** Nothing in this section shall be interpreted to alter donor intent, restrict the use of funds already committed, or impede fulfillment of obligations to sponsoring agencies. Both Parties acknowledge that continuity of stewardship, compliance, and donor and sponsor confidence is essential to the University's mission.

3. <u>RELATIONSHIP BETWEEN THE PARTIES</u>

3.01 The University and the Foundation agree to encourage and foster a cooperative and collaborative relationship between the Parties.

3.02 The University recognizes and acknowledges that the Foundation is a separate, independent, not-for-profit, tax-exempt corporation, maintaining direction over its general and fiscal policies, its employees, the management of its affairs, and its operations. Control and disposition of the Foundation's assets are vested in the Board of Trustees of the Foundation ("Trustees"), which has the full authority, responsibility, and fiduciary duty for the acceptance, receipt, deposit, investment, reinvestment, disbursement, and management of all revenues, gifts, contributions, grants, and bequests made to the Foundation.

3.03 The University shall be represented on the Foundation's Board of Trustees by the Chair of the University's Board of Regents and the University President ("University Members") as ex officio members of the Board. All University Members shall be classified as "non-voting" Foundation

Formatted: Font: (Default) Times New Roman

Trustees and may attend all Foundation board meetings and receive all non-privileged documents provided to Foundation Trustees. University Members shall be expected to meet the same financial commitment as Foundation Trustees.

4. THE FOUNDATION'S GENERAL DUTIES AND OBLIGATIONS

4.01 The Foundation hereby represents and agrees that, during the term of this Agreement, the Foundation's sole purpose is to provide support to the University for the advancement and general welfare of the educational programs and objectives of the University as approved by the Foundation Board of Trustees.

4.02 The Foundation shall use the assets and earnings of the Foundation to support the mission and programing of the University and for payment of necessary and reasonable administrative expenses of the Foundation.

4.03 The Foundation shall exercise its best efforts to secure gifts, grants, conveyances, devises, and bequests of funds and property for the benefit of the University.

4.04. The Foundation shall plan, direct, coordinate, and conduct fundraising from private sources for the benefit of the University.

4.05 The Texas Southern University Foundation President will meet annually with the Texas Southern University President, prior to September 1, to:

(a) agree on Foundation fundraising targets for each Fiscal Year in support of University programs and objectives; and

(b) to determine the remaining schedule of meetings between the two Presidents for the fiscal year to review the Foundation's progress toward the current-year fundraising targets.

Foundation fundraising targets shall be exclusive of donations and other gifts which pass through the Foundation but are facilitated by University staff. Discussions between the two Presidents shall include Foundation current investment, asset allocation, disbursement and spending policies and procedures.

Formatted: Font: (Default) Times New Roman

4.06. Quarterly, at a University Board Meeting, the Foundation shall submit a written fundraising report in a format determined collaboratively by the University and Foundation, which itemizes the funds raised directly by the Foundation since the prior board meeting, the source of funds, the Foundation's progress towards its annual target; Foundation assets; and disbursements to external vendors by the Foundation on behalf of the University. The final quarterly report shall be cumulative for the fiscal year, including an accounting of all the year's gifts, donations, fundraising activities, and disbursements.

4.07. The Foundation and University agree to exchange financial information, including access to financial database platforms, as appropriate and consistent with state and federal privacy laws, to track fundraising revenue against disbursements, and to annually, prior to September 1, establish a schedule of meetings to regularly reconcile this information.

4.08 The Foundation shall maintain investment, asset-allocation, disbursement, spending, auditing and reporting policies and procedures to ensure that its funds are managed in full compliance with all applicable laws and regulations, and in accordance with generally accepted standards of fiduciary prudence, including general accepted accounting principles. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.

4.09 The Foundation shall implement reporting and auditing mechanisms to regularly track and document the management, acquisition, and distribution of assets and gifts, ensuring transparency, accountability, and adherence to the established policies and legal requirements.

4.10 The Executive Director of the Foundation will confer with the University Department of University Advancement annually, prior to September 1, to establish a meeting schedule to ensure continuing coordination of Foundation and University fundraising activities, reconciliation of financial

Formatted: Font: (Default) Times New Roman

records, progress towards fundraising targets and to collaborate on best practices, processes, and procedures.

4.11 The Foundation shall provide the University's authorized representative a copy of the Foundation's financial accounts, records and documents for audit purposes within ~~three (3)~~ ten (10) business days of the University's request.

4.12 The Foundation will employ prevailing methods and current technology in its record keeping, reconciliation practices, accounting, and stewardship of the funds held under its management; including the issuance of gift receipts on behalf of the Foundation and the University providing appropriate recognition to the donor.

4.13 The Foundation shall not solicit or accept gifts, contracts, grants, conveyances, devices, bequests, or otherwise from any source for a use specified by the donor which are inconsistent with the Foundation and the University's mission and goals.

4.14 The Foundation shall maintain policies and procedures for reviewing, accepting, and documenting gifts and donations in accordance with IRS rules and University standards and policies. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.

4.15 University requests for unrestricted and/or restricted funds shall be accompanied by appropriate documentation, including proper University approvals, and shall be consistent with donor intent, the requirements of any applicable duly executed gift or grant agreement, and the annual plan for the Foundation's support of the University developed by the Foundation and the University pursuant to paragraphs 4.05 and/or 10.05 of this Agreement. Requested funds shall be delivered to the University within thirty (30) calendar days of receipt of a request; the parties intend and will use good faith efforts to fulfill such requests within fifteen (15) business days of the request and may agree in writing to a shorter timeframe for

Formatted: Font: (Default) Times New Roman

specific requests. ~~Upon the University's request, the Foundation shall deliver within three (3) business days all non-restricted funds, gifts, and donations given to the Foundation for the benefit of the University. As to restricted funds, Funding requests with appropriate supporting documentation, including the proper University approval shall not be denied by the Foundation. Restricted funds shall be delivered by the Foundation to University within three (3) business days of the University's request.~~ All releases of funds to the University by the Foundation shall be documented and shared with the University's Division of University Advancement in the format necessary to achieve expeditious completion.

4.16 The Foundation shall not process funding requests from University departments, personnel or officers without the prior written approval of the University's Division of University Advancement or Provost, subject to any conflicting requirements set out in a duly executed gift or grant agreement.

4.17 The Foundation agrees and acknowledges that the acceptance of any gifts or donations that are conditional on the part of the University, that require any obligation of the University, or create any future obligation of University resources, including without limitation gifts of real estate, is subject to approval by the University in writing. Further, the Foundation shall advise potential donors that such gifts for the benefit of the University may not be accepted without approval by the University.

4.18 The Foundation will establish and maintain a public access website to provide information about the Foundation's mission; a copy of the Foundation's current Bylaws and Policies; most recent 990, as applicable 990T, and financial audit; a list of Foundation employees and Trustees; ways to support the University; and clear contact information.

4.19 The Foundation shall complete an annual audit of financial records at the end of the Foundation's fiscal year. The audit shall be performed by an independent certified accounting firm using generally accepting auditing standards. A copy of the final audit report, including all audited financial

Formatted: Font: (Default) Times New Roman

statements, shall be provided to the University annually 60 days after the audit's approval by the Foundation Board.

4.20 The Foundation shall enact and enforce policies and procedures to maintain a system of internal controls over financial reporting and over safeguarding assets against unauthorized acquisition, use, or disposition, and will provide the University with documentation of such internal controls, as shown in the Foundation's annual reports prepared by an independent accounting firm (See paragraph 4.19 above). The internal controls will provide reasonable assurance to the Foundation regarding the reliability of its financial statement and safeguarding of assets. The Foundation will be responsible for ensuring that its internal control system contains self-monitoring mechanisms, and actions to be taken to correct deficiencies as they are identified by the Foundation's auditors.

4.21 The Foundation shall maintain policies and procedures for records retention that ensure orderly management and retrieval of documents. Upon execution of this agreement a copy of the Foundation's records retention policy will be shared with the University. The Foundation will update the copy held by the University annually.

4.22 The Foundation shall file the Internal Revenue Service (IRS) Form 990 and, where applicable, the IRS Form 990T on an annual basis. A copy of the IRS Form 990 and, where applicable, IRS Form 990T shall be provided to the University within 60 days of the forms' approval by the Foundation Board.

4.23 The Foundation shall reimburse the University for all costs and expenses relating to the use of University's property and personnel as provided in Section 9 of this Agreement.

4.24 For the entire term of the Agreement, the Foundation shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence. Professional Liability (Errors & Omissions) insurance with limits of not less than $1,000,000 per claim. All policies must contain a

Formatted: Font: (Default) Times New Roman

waiver of subrogation against the University. Upon execution of this Agreement. a copy of the Foundation's insurance policy will be shared with the University. The Foundation will update the copy held by the University annually.

4.25 The Foundation may be responsible for real property holdings identified by the University or the Foundation from time to time and will actively pursue opportunities for development and land utilization in keeping with the University's mission and purpose.

4.26 The Foundation may agree to undertake additional projects, initiatives and programs for the benefit of the University as it may be necessary from time to time to assist the University in achieving its objectives.

4.27 The Foundation shall be responsible for creating a privacy policy and maintaining the privacy of its donors in accordance with any data privacy and collection requirements. This policy shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3. The Foundation shall provide the University access to constituent and donor data consistent with all state and federal donor privacy laws and the Foundation's 501(c)(3) status.

4.28 All subparagraphs in this section, and all terms of this Agreement, shall be construed in a manner that preserves the status of the Foundation as a separate legal entity operating independently of the University.

5 THE UNIVERSITY'S GENERAL DUTIES AND OBLIGATIONS

5.01 The University shall provide reasonable office space on or near its campus, as approved by the University's President, to the Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of the University, subject to paragraph 9.03 of this Agreement. This includes utility, wifi/internet, telephone services and office equipment as reasonably needed by the Foundation in carrying out its activities under this Agreement.

Formatted: Font: (Default) Times New Roman

5.02 The University agrees that University property, personnel and other administrative services may be used to coordinate the activities of the Foundation with the operations of the University, subject to paragraph 9.03 of this Agreement.

5.03 The University shall reimburse the Foundation for all costs and expenses relating to the use of Foundation's property and personnel as provided in Section 9 of this Agreement.

5.04~~3~~ The University shall provide access to constituent and donor data, when appropriate and consistent with all state and federal privacy laws, through the University's Division of University Advancement~~ with the approval of the Vice President for Development and Alumni Engagement t,~~ for the purposes of benefiting the fundraising efforts of the Foundation and the University. The Foundation shall not have access to student data held by the University.

5.05~~4~~ On an annual basis, the University shall prepare an outline and spending plan for any discretionary resources requested from the Foundation. This includes, but is not limited to, fundraising expenses, vendor contracts, subscriptions, and other fees that support advancement activities at the University.

5.06~~5~~ The University will employ prevailing methods and current technology in its record keeping, reconciliation practices, accounting, and stewardship of the funds held under its management, including the issuance of gift receipts on behalf of the University and the University providing appropriate recognition to donors.

5.07~~6~~ The University shall receive approval from the Foundation's Executive Director prior to any use of the Foundation name and/or EIN to apply for grants or other funding. The University recognizes that funding applications must be consistent with University and Foundation purposes. The Foundation Executive Director shall approve requests from the University pursuant to this Paragraph within three (3) business days.

Formatted: Font: (Default) Times New Roman

6 TAX EXEMPT STATUS

6.01 The Foundation, as demonstrated in its governing documents, was formed and incorporated as a Texas non-for-profit corporation on December 5, 1968, and recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended. Written notification of any changes in the 501(C)(3) status of the Foundation shall be due immediately after such changes have occurred or when the Foundation has knowledge of upcoming changes. The Foundation agrees not to engage in any activity that will jeopardize its tax-exempt status and agrees that a loss of tax-exempt status would constitute cause for termination of this Agreement by the University. Upon request of the University, the Foundation agrees to provide an affirmation letter from the IRS Determinations Officer confirming the Foundation's continuing tax-exempt status.

7 ADHERENCE TO THE LAW AND ETHICAL CONDUCT

7.01 The Foundation agrees that its Trustees, officers, employees, and agents will comply with all federal, state, and local laws, regulations, and ordinances in performing the obligations of this Agreement. In addition, the Foundation agrees that to the extent applicable, its officers, Trustees, employees, and agents will abide by all written University policies and procedures, including those relative to conduct while on University property.

7.02 The officers, Trustees, and employees of the Foundation agree to, at all times, conduct themselves professionally and in adherence to the highest ethical standards of conduct.

7.03 The Foundation agrees to comply with all applicable laws regarding the privacy of constituent and donor records and shall also comply with all requirements of the Texas Public Information Act that may be applicable to the Foundation due to its relationship with the University.

8 USE OF UNIVERISTY NAME AND TRADEMARKS

Formatted: Font: (Default) Times New Roman

8.01 The Foundation acknowledges that University owns the trademark and all other rights in the name "Texas Southern University," ("University Name.")

8.02 Except as set forth herein, the Foundation may not use the name, logo, seal, or other symbols and marks of the University, without written consent of the University President or his/her designee.

8.03 The University acknowledges that the present name of the Foundation is the "Texas Southern University Foundation" and specifically consents to the use of such name during the term of this Agreement.

8.04 The University grants the Foundation a nonexclusive, nontransferable license to use the University Name in connection with its fundraising activities, so long as the Foundation complies with the University's Brand Standards. The University shall deliver its Brand Standards to the Foundation upon execution of this Agreement, and thereafter, at the time of any amendment thereto. The Foundation agrees to comply with the Brand Standards.

8.05 The University does not grant any rights or licenses to the Foundation as to any other trademark, service mark, name, or logo of the University other than the University Name as prescribed in Paragraph 8.04, without the written consent of the University President or his/her designee consistent with University Policies and Brand Standards. The University may extend or revoke the license to its Name or any other trademark, service mark, name, or logo of the University given pursuant this Paragraph, with cause upon reasonable notice, in its entirety or as to particular uses by the Foundation. The Foundation shall not delegate the authority to use the University Name or any trademark, service mark, name, or logo of the University given to it pursuant to this Paragraph to any person or entity without the prior written approval of the President of the University or his/her designee.

Formatted: Font: (Default) Times New Roman

8.06 All correspondence advertisements and other communications from the Foundation must clearly indicate the communication is from the Foundation and not from the University.

8.07 The Foundation agrees to cease using the University's Name and any other trademark, service mark, name, or logo of the University given to it pursuant to Paragraph 8.05 of this Agreement in the event:

a. The Foundation dissolves;

b. The University withdraws recognition of the Foundation;

c. The Foundation ceases to be a non-profit corporation or ceases to be a tax-exempt organization recognized by the Internal Revenue Service as described in Section 501(c)(3) of the Internal Revenue Code;

d. The University revokes or terminates the license to the University Name and/or other trademark, service mark, name, or logo of the University given to the Foundation pursuant to Paragraph 8.05 of this Agreement; or

e. This Agreement is terminated pursuant to the termination clauses contained in Paragraph 2.03; or is expired under Paragraph 2.01.

9 USE OF UNIVERSITY PROPERTY AND PERSONNEL

9.01 At all times, the Foundation shall operate as, and in fact be, independent from the University, and its Board of Regents. No board member, officer, or employee of the University or its component institutions will, at the same time, serve as Board of Director, or Trustee of the Foundation. However, such persons may serve as non-voting, ex-officio Foundation Trustees. No board member, officer, or employee of the University or its component institutions will receive personal monetary enrichment from the Foundation except in accordance with Board of Regents and University policies and the express terms of this Agreement.

Formatted: Font: (Default) Times New Roman

9.02 The Foundation agrees to execute annual written agreements between the Foundation and the University specifying the use of University personnel or property to directly assist in the operation of the Foundation subject to reimbursement and setting forth a reasonable sum or other financial benefit to be paid by the Foundation directly to the University for the assistance rendered by such personnel or the use of such property. All such agreements must be executed by September 1 for the current fiscal year to which it applies.

9.03 The Foundation agrees not to make any payments or to provide any loans, renumeration, or benefits, financial or otherwise, including reimbursements of any type that would be properly includable in the gross income under Section 61 of the Internal Revenue Code, as amended ("Financial Benefits"), to University employees, whether faculty or staff. Only the University may provide Financial Benefits to a University Employee, unless otherwise approved in advance by both the Foundation's Executive Director and the University's General Counsel. Upon agreement by the University and the Foundation, the Foundation shall reimburse the University for all such Financial Benefits paid to a University Employee, whose services are provided for the benefit of the Foundation, including, in addition, any associated payroll taxes and other direct compensation expenses. The limitations of this section shall not apply to reimbursement of expenses to the University by the Foundation in carrying out its exempt purposes.

10 GENERAL INFORMATION

10.01 Upon execution of this Agreement, the Foundation agrees to provide the University a copy of the updated Articles of Incorporation and Bylaws of the Foundation. Any changes to such documents shall be provided to the University within thirty (30) business days after amendment.

10.02 Upon execution of this Agreement, the Foundation agrees to provide a current list of names and contact information of all Foundation Trustees and

Formatted: Font: (Default) Times New Roman

all officers of the Foundation. Any changes to such information shall be provided to the University within thirty (30) days.

10.03 The Foundation shall provide the University a complete copy of its written policies upon execution of this Agreement, and thereafter annually at the time of the collaboration meeting referenced in paragraph 10.05 below. All other documentation this Agreement requires the Foundation to annually submit to the University shall be submitted at the annual meeting specified in paragraph 10.05 below, unless a different timeline is provided in this Agreement.

10.04 The Foundation shall maintain accurate minutes of Board Meetings (exclusive of meetings conducted in Executive Session) and shall provide such minutes to the University as requested.

10.05 The Foundation agrees to provide other information upon request by the University, as required by the University to perform its obligations under law. To ensure effective achievement of the items of this Agreement, officers of the University Board of Regents and officers of Foundation Trustees shall hold at least an annual meeting to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

11 CONFIDENTIALITY

11.01 Except as required by law, the University will keep confidential all information provided to the University as required by this Agreement, including audited financial statements, IRS documents, and other reports, to the fullest extent allowed by law. Neither the Foundation nor the University shall disclose or use any private, confidential, proprietary, or trade secret information provided from one to the other except as required by law or the terms of this Agreement with prior notice to the disclosing party.

12 CONFLICT OF INTEREST

Formatted: Font: (Default) Times New Roman

12.01 The Foundation shall develop policies and procedures to comply with Section 22.230 of the Texas Business Organization Code to ascertain and handle potential conflict of interest situations. Each Trustee of the Foundation shall complete and submit, on an annual basis, a completed Conflict of Interest questionnaire indicating whether the Trustee or officer, or member of his/her immediate family, have a material financial interest or hold a position in any outside concerns which create or may create a conflict of interest. To the extent necessary, the Foundation shall follow its Conflict of Interest policy and procedures to assess potential conflicts of interest. Further, the Foundation shall retain the completed Conflict of Interest questionnaires in accordance with the appropriate record retention policies.

12.02 All financial advisors and/or financial service providers of the Foundation shall comply with the Standard of Professional Conduct generally applicable to the profession and as set forth in Board of Regents Policy 55.02, attached hereto as Exhibit B.

12.03 The Foundation shall obtain signed forms each year from its outside financial advisors certifying compliance with the conflicts of interest policy of the Foundation. The Foundation shall retain such completed forms and on an annual basis, provide a list of financial advisors (if any) and a statement certifying compliance to the University.

12.04~~3~~ A copy the Foundation's Conflict of Interest Policy and statement certifying compliance with such policy shall be provided to the University upon execution of this Agreement and annually thereafter.

12.05~~4~~ The Foundation shall not conduct any business with any current University board member, current University board member minority or majority-owned businesses, or family member of any current University board member. Additionally, the Foundation shall not conduct business with any University board member or family member of a University board member who has left the University board within the preceding 12 months.

Formatted: Font: (Default) Times New Roman

12.0~~6~~5 The University shall not conduct any business with any current Foundation board member, any current Foundation board member minority or majority-owned businesses, or family member of any current Foundation board member. Additionally, the University shall not conduct business with any Foundation board member or family member of a Foundation board member who has left the Foundation board within the preceding 12 months.

13 AUTHORITY TO BIND

13.01 Without the prior or written consent of the Foundation, no officer or employee of the University will commit the Foundation to any agreement or expenditure or accept any gift, contribution, grant, or bequest on behalf of the Foundation. Without prior written consent of the University, the Foundation will not commit the University to any agreement or expenditure on behalf of the University.

14 COMPLIANCE WITH UNIVERSITY GOVERNING BOARD POLICIES

14.01 To the extent of such applicability, the Foundation in all interactions with and/or on behalf of the University will comply with the written policies, rules and directives of the University Board of Regents, including amendments thereto, and the Manual of Administrative Policies and Procedures, which will be published to the Foundation.

15 GOVERNING LAW

15.01 This Agreement will be construed, interpreted, and the rights and duties of the parties determined in accordance with the laws of the State of Texas.

16 NOTICES

16.01 Any notice to either party hereunder must be in writing and signed by the party giving it, and will be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To the University:

James W. Crawford, III, President
Texas Southern University
3100 Cleburne Street, Hannah Hall 220

Formatted: Font: (Default) Times New Roman

Houston, TX 77004

With a copy to:
Office of the General Counsel
Texas Southern University
3100 Cleburne Street, Hannah Hall 340
Houston, TX 77004

To the Foundation:

Frazier Wilson, Chairman
Texas Southern University Foundation
Woodcreek Complex – Bldg E – Floor 6
150 North Dairy Ashford Road
Houston, TX 77079

With a copy to:

Texas Southern University Foundation Executive Director
3100 Cleburne Ave.
Houston, TX 77004

16.02 All such notices shall be effective only when received by the addressee.

17 WAIVER

17.01 A waiver by either party of any terms and conditions of this Agreement in any instance will not be deemed or construed to be a wavier of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.

18 SOLE AGREEMENT

18.01 This Agreement constitutes the sole agreement between the Parties respecting matters described herein and supersedes any other written or oral agreement. This Agreement may not be amended or otherwise modified except by the written agreement of both parties.

19 SEVERABILITY

19.01 If any of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to violate any applicable law, or to be

Formatted: Font: (Default) Times New Roman

unenforceable, then the remainder of the provisions of this Agreement will remain in full force and effect.

20 SURVIVAL

20.01 Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.

21 BOARD APPROVAL

21.01 Each party acknowledges that this Agreement is entered into with the approval of each party's governing board and under its authority and will be null and void if approval is not received or authority to enter into this Agreement is not otherwise delegated to appropriate representatives of each party's board.

{Signature Page to Follow}

Formatted: Font: (Default) Times New Roman

IN WITNESS WHEREOF, the authorized representative of Texas Southern University and the authorized representative of the Texas Southern University Foundation have executed this Agreement on this _______ day of ________________, 2026 in Houston, Texas.

TEXAS SOUTHERN UNIVERSITY

By:________________________________ Date:_________________________
James W. Crawford, III, President

TEXAS SOUTHERN UNIVERSITY FOUNDATION

By:______________________________ Date:_________________________
Frazier Wilson, Board Chairman

REVIEWED AS TO FORM BY:

By:____________________________ Date:_________________________
Office of the General Counsel
Texas Southern University

Formatted: Font: (Default) Times New Roman

Support Organization Agreement
By and Between Texas Southern University and Texas Southern University Foundation

This Support Organization Agreement ("Agreement") is by and between Texas Southern University, an institution of higher education organized under Chapter 106 of the Texas Education Code and organized under the laws of the State of Texas ("University") and organized under the laws of the State of Texas, and the Texas Southern University Foundation, a not-for-profit corporation organized and existing under the laws of the State of Texas ("Foundation"). Hereinafter, the University and the Foundation are sometimes referred to collectively as the "Parties."

RECITALS

WHEREAS, the University recognizes that the Foundation supports and fosters the educational activities and pursuits of the University, is responsive to the educational needs of the University, and wishes to develop and maintain a close and continuous relationship with the University; and

WHEREAS, the Foundation is a private support group organized as a non-profit corporation under the laws of the State of Texas to engage in charitable, educational, and support activities within the meaning of Section 501(c)(3) of the Internal Revenue Code, as amended, including for such purposes as the advancement and general welfare of the educational programs and objectives of the University; and

WHEREAS, the Foundation solicits, receives, invests, and administers funds from gifts, contracts, grants and bequests and makes disbursements thereof to various recipients for use in support and furtherance of the purposes and objectives of the University; and

WHEREAS, the Foundation wishes to make disbursements from time to time to the extent and for the purposes that the Foundation deems appropriate in support of the University, in accordance with this Agreement and the Board of Regents Policy No. 32.06, a copy is attached hereto as Exhibit A and incorporated herein for all purposes; and

WHEREAS, in accordance with the Texas Government Code, Section 2255, as may be amended from time to time, the Parties desire to formalize the relationship between the University and the Foundation.

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PURPOSE:

1.01 The University and the Foundation deem it appropriate to, and do hereby, memorialize the relationship between the Foundation and the University, and agree to mutually establish the respective roles, rights and obligations of the University and the Foundation in this relationship.

1.02 The Foundation shall exist with the sole purpose of supporting the University for the advancement and general welfare of the educational programs and objectives of the University. In accordance with the Foundation's governing documents, such support includes but is not limited to:

a. Raising, managing, distributing, and securing funds for all legitimate purposes of the University;

b. Receiving, investing, distributing and accounting for all funds belonging to the Foundation;

c. Giving support both materially and through encouragement to the enhancement of the University, its programs, its students, its staff, and its faculty;

d. Such other purposes as may be appropriate.

2. TERM, MODIFICATIONS, AND TERMINATION

2.01 This Agreement shall commence on the date signed by the Parties and shall continue in effect until either party terminates the Agreement in accordance with Paragraph 2.03 herein.

2.02 The Parties agree that this Agreement shall be reviewed and updated by the Foundation and University no less than every five (5) years, calculated from September 1, 2025.

2.03 Either party may terminate this Agreement without cause by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination. Either party may terminate this Agreement for cause, if after written notice of a breached term of this Agreement, the breach is not cured within thirty (30) days. Before any termination is exercised by either party, the Parties will use their best efforts to communicate and solve any grievances prior to termination.

2.04 In the event of termination, the Parties understand that the Foundation has a fiduciary duty to fulfill its responsibilities and obligations to donors under the terms of the gifts it has received to distribute and expend the funds for the University's benefit.

2.05 Upon termination of this Agreement, the Foundation shall:

a. Cease to use the University Name, or any other University trademark, service mark, name or logo given to it by the University pursuant to Section 8 of this Agreement, to solicit donations or for any other purpose and may not represent to alumni, donors, or the general public that the Foundation is affiliated with the University;

b. Provide an accounting to the University of all funds and assets held by the Foundation;

c. Transfer to the University, or a 501(c)(3) entity designated by the University, all funds and assets donated to the Foundation (or acquired with funds donated to the Foundation) in accordance with Paragraph 2.06 below, subject to the requirements of donor and grant agreements and applicable law.

2.06 Upon termination of the Agreement, the University and Foundation agree to the following processes to facilitate the continuity of University advancement and development activities:

a. **In-Process Commitments.** All gifts, pledges, grants, proposals, solicitations, and other commitments that are pending, in negotiation, under review, or otherwise in process but not formally submitted or pledged to the Foundation as of the effective date of termination ("In-Process Commitments") shall, to the extent possible, transition to the University for continued administration. Because the Foundation is a separately incorporated entity and the established legal recipient of philanthropic gifts and sponsored funding, the Foundation shall continue to receive, process, and administer all In-Process Commitments formally submitted or pledged to the Foundation prior to the termination date until such time as each commitment can be lawfully and appropriately transferred to the University provided that such transfer will not create a significant adverse financial result for the Foundation and/or University. In the event that a significant adverse result would occur, the Parties agree to defer any such transfer until such time as the adverse result can be avoided. The Parties shall work collaboratively and in good faith to effectuate such transfers when feasible, appropriate and permissible under donor intent, sponsor rules, and applicable law.

b. **Gifts, Pledges, and Planned Gifts.** All outstanding pledges, irrevocable planned gift instruments, and other gift commitments shall be transferred to the University or its designated successor entity to the extent such transfer is consistent with donor intent, applicable governing agreements and applicable law. Any in-kind gifts in the process of liquidation at the time of termination shall be completed by the Foundation, with net proceeds transferred to the University unless otherwise agreed in writing. The Foundation shall provide the University with copies of all gift agreements, planned giving documentation, stewardship materials, and relevant financial records to ensure continuity of administration.

c. **Grants and Sponsored Funding.** For all active or pending grants for which the Foundation is the legal recipient, the Foundation shall provide prompt written notice to the grantor of the termination of this MOU and the resulting change in administrative structure and shall coordinate such notice with the University except where law, sponsor policy, or fiduciary duty requires otherwise. Where permitted by the grantor, the Parties shall jointly request a successor-in-interest or novation agreement transferring the grant to the University or another approved entity. Any unspent or uncommitted grant funds shall be handled in accordance with the grantor's terms, which may include return of funds or application to another mutually agreed purpose.

d. **Transition of Administration.** The Foundation shall transfer all funds, documentation, reporting obligations, stewardship records, and compliance materials as required by this section within a reasonable period, not to exceed ninety (90) days unless donor or sponsor requirements dictate otherwise. The Foundation shall fulfill all reporting, stewardship, and compliance obligations for commitments it continues to administer, and the University shall assume such obligations for commitments formally transferred to its administration. As to the funds and assets that the Foundation will continue to administer, the Parties acknowledge the Foundation's duty to administer those funds and assets in a prudent manner and consistent with its obligation to use such funds and assets to support the University.

e. **Donor and Sponsor Communication.** The Parties shall coordinate all communications with donors, prospects, and sponsoring agencies regarding any administrative transition. Neither Party shall unilaterally notify donors or sponsors of changes without prior consultation, except where required by law, sponsor policy, or fiduciary duty. Where donor consent is required for a change in managing entity, the Parties shall jointly approach the donor to obtain the necessary written approval.

f. **Costs and Matching Requirements.** Administrative responsibilities, indirect cost recovery, and any cost-sharing or matching commitments relating to a particular gift, pledge, grant, proposal, solicitation or other commitment shall be the responsibility of the Party who is responsible for administration of such matter as set forth in this section.

g. **Protection of Donor Intent and Sponsor Requirements.** Nothing in this section shall be interpreted to alter donor intent, restrict the use of funds already committed, or impede fulfillment of obligations to sponsoring agencies. Both Parties acknowledge that continuity of stewardship, compliance, and donor and sponsor confidence is essential to the University's mission.

3. RELATIONSHIP BETWEEN THE PARTIES

3.01 The University and the Foundation agree to encourage and foster a cooperative and collaborative relationship between the Parties.

3.02 The University recognizes and acknowledges that the Foundation is a separate, independent, not-for-profit, tax-exempt corporation, maintaining direction over its general and fiscal policies, its employees, the management of its affairs, and its operations. Control and disposition of the Foundation's assets are vested in the Board of Trustees of the Foundation ("Trustees"), which has the full authority, responsibility, and fiduciary duty for the acceptance, receipt, deposit, investment, reinvestment, disbursement, and management of all revenues, gifts, contributions, grants, and bequests made to the Foundation.

3.03 The University shall be represented on the Foundation's Board of Trustees by the Chair of the University's Board of Regents and the University President ("University Members") as ex officio members of the Board. All University Members shall be classified as "non-voting" Foundation

Trustees and may attend all Foundation board meetings and receive all non-privileged documents provided to Foundation Trustees. University Members shall be expected to meet the same financial commitment as Foundation Trustees.

4. THE FOUNDATION'S GENERAL DUTIES AND OBLIGATIONS

4.01 The Foundation hereby represents and agrees that, during the term of this Agreement, the Foundation's sole purpose is to provide support to the University for the advancement and general welfare of the educational programs and objectives of the University as approved by the Foundation Board of Trustees.

4.02 The Foundation shall use the assets and earnings of the Foundation to support the mission and programing of the University and for payment of necessary and reasonable administrative expenses of the Foundation.

4.03 The Foundation shall exercise its best efforts to secure gifts, grants, conveyances, devises, and bequests of funds and property for the benefit of the University.

4.04. The Foundation shall plan, direct, coordinate, and conduct fundraising from private sources for the benefit of the University.

4.05 The Texas Southern University Foundation President will meet annually with the Texas Southern University President, prior to September 1, to:

(a) agree on Foundation fundraising targets for each Fiscal Year in support of University programs and objectives; and

(b) to determine the remaining schedule of meetings between the two Presidents for the fiscal year to review the Foundation's progress toward the current-year fundraising targets.

Foundation fundraising targets shall be exclusive of donations and other gifts which pass through the Foundation but are facilitated by University staff. Discussions between the two Presidents shall include Foundation current investment, asset allocation, disbursement and spending policies and procedures.

4.06. Quarterly, at a University Board Meeting, the Foundation shall submit a written fundraising report in a format determined collaboratively by the University and Foundation, which itemizes the funds raised directly by the Foundation since the prior board meeting, the source of funds, the Foundation's progress towards its annual target; Foundation assets; and disbursements to external vendors by the Foundation on behalf of the University. The final quarterly report shall be cumulative for the fiscal year, including an accounting of all the year's gifts, donations, fundraising activities, and disbursements.

4.07. The Foundation and University agree to exchange financial information, including access to financial database platforms, as appropriate and consistent with state and federal privacy laws, to track fundraising revenue against disbursements, and to annually, prior to September 1, establish a schedule of meetings to regularly reconcile this information.

4.08 The Foundation shall maintain investment, asset-allocation, disbursement, spending, auditing and reporting policies and procedures to ensure that its funds are managed in full compliance with all applicable laws and regulations, and in accordance with generally accepted standards of fiduciary prudence, including general accepted accounting principles. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.

4.09 The Foundation shall implement reporting and auditing mechanisms to regularly track and document the management, acquisition, and distribution of assets and gifts, ensuring transparency, accountability, and adherence to the established policies and legal requirements.

4.10 The Executive Director of the Foundation will confer with the University Department of University Advancement annually, prior to September 1, to establish a meeting schedule to ensure continuing coordination of Foundation and University fundraising activities, reconciliation of financial records, progress towards fundraising targets and to collaborate on best practices, processes, and procedures.

4.11 The Foundation shall provide the University's authorized representative a copy of the Foundation's financial accounts, records and documents for audit purposes within ten (10) business days of the University's request.

4.12 The Foundation will employ prevailing methods and current technology in its record keeping, reconciliation practices, accounting, and stewardship of the funds held under its management; including the issuance of gift receipts on behalf of the Foundation and the University providing appropriate recognition to the donor.

4.13 The Foundation shall not solicit or accept gifts, contracts, grants, conveyances, devices, bequests, or otherwise from any source for a use specified by the donor which are inconsistent with the Foundation and the University's mission and goals.

4.14 The Foundation shall maintain policies and procedures for reviewing, accepting, and documenting gifts and donations in accordance with IRS rules and University standards and policies. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.

4.15 University requests for unrestricted and/or restricted funds shall be accompanied by appropriate documentation, including proper University approvals, and shall be consistent with donor intent, the requirements of any applicable duly executed gift or grant agreement, and the annual plan for the Foundation's support of the University developed by the Foundation and the University pursuant to paragraphs 4.05 and/or 10.05 of this Agreement. Requested funds shall be delivered to the University within thirty (30) calendar days of receipt of a request; the parties intend and will use good faith efforts to fulfill such requests within fifteen (15) business days of the request and may agree in writing to a shorter timeframe for specific requests. All releases of funds to the University by the Foundation shall be documented and shared with the University's Division of University Advancement in the format necessary to achieve expeditious completion.

4.16 The Foundation shall not process funding requests from University departments, personnel or officers without the prior written approval of the University's Division of University Advancement or Provost, subject to any conflicting requirements set out in a duly executed gift or grant agreement.

4.17 The Foundation agrees and acknowledges that the acceptance of any gifts or donations that are conditional on the part of the University, that require any obligation of the University, or create any future obligation of University resources, including without limitation gifts of real estate, is subject to approval by the University in writing. Further, the Foundation shall advise potential donors that such gifts for the benefit of the University may not be accepted without approval by the University.

4.18 The Foundation will establish and maintain a public access website to provide information about the Foundation's mission; a copy of the Foundation's current Bylaws and Policies; most recent 990, as applicable 990T, and financial audit; a list of Foundation employees and Trustees; ways to support the University; and clear contact information.

4.19 The Foundation shall complete an annual audit of financial records at the end of the Foundation's fiscal year. The audit shall be performed by an independent certified accounting firm using generally accepting auditing standards. A copy of the final audit report, including all audited financial statements, shall be provided to the University annually 60 days after the audit's approval by the Foundation Board.

4.20 The Foundation shall enact and enforce policies and procedures to maintain a system of internal controls over financial reporting and over safeguarding assets against unauthorized acquisition, use, or disposition, and will provide the University with documentation of such internal controls, as shown in the Foundation's annual reports prepared by an independent accounting firm (See paragraph 4.19 above). The internal controls will provide reasonable assurance to the Foundation regarding the reliability of its financial statement and safeguarding of assets. The Foundation will be responsible for ensuring that its internal control system contains self-monitoring mechanisms, and actions to be taken to correct deficiencies as they are identified by the Foundation's auditors.

4.21 The Foundation shall maintain policies and procedures for records retention that ensure orderly management and retrieval of documents. Upon execution of this agreement a copy of the Foundation's records retention policy will be shared with the University. The Foundation will update the copy held by the University annually.

4.22 The Foundation shall file the Internal Revenue Service (IRS) Form 990 and, where applicable, the IRS Form 990T on an annual basis. A copy of the IRS Form 990 and, where applicable, IRS Form 990T shall be provided to the University within 60 days of the forms' approval by the Foundation Board.

4.23 The Foundation shall reimburse the University for all costs and expenses relating to the use of University's property and personnel as provided in Section 9 of this Agreement.

4.24 For the entire term of the Agreement, the Foundation shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence. Professional Liability (Errors & Omissions) insurance with limits of not less than $1,000,000 per claim. All policies must contain a waiver of subrogation against the University. Upon execution of this Agreement. a copy of the Foundation's insurance policy will be shared with the University. The Foundation will update the copy held by the University annually.

4.25 The Foundation may be responsible for real property holdings identified by the University or the Foundation from time to time and will actively pursue opportunities for development and land utilization in keeping with the University's mission and purpose.

4.26 The Foundation may agree to undertake additional projects, initiatives and programs for the benefit of the University as it may be necessary from time to time to assist the University in achieving its objectives.

4.27 The Foundation shall be responsible for creating a privacy policy and maintaining the privacy of its donors in accordance with any data privacy and collection requirements. This policy shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3. The Foundation shall provide the University access to constituent and donor data consistent with all state and federal donor privacy laws and the Foundation's 501(c)(3) status.

4.28 All subparagraphs in this section, and all terms of this Agreement, shall be construed in a manner that preserves the status of the Foundation as a separate legal entity operating independently of the University.

5 THE UNIVERSITY'S GENERAL DUTIES AND OBLIGATIONS

5.01 The University shall provide reasonable office space on or near its campus, as approved by the University's President, to the Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of the University, subject to paragraph 9.03 of this Agreement. This includes utility, wifi/internet, telephone services and office equipment as reasonably needed by the Foundation in carrying out its activities under this Agreement.

5.02 The University agrees that University property, personnel and other administrative services may be used to coordinate the activities of the Foundation with the operations of the University, subject to paragraph 9.03 of this Agreement.

5.03 The University shall reimburse the Foundation for all costs and expenses relating to the use of Foundation's property and personnel as provided in Section 9 of this Agreement.

5.04 The University shall provide access to constituent and donor data, when appropriate and consistent with all state and federal privacy laws, through the University's Division of University Advancement for the purposes of benefiting the fundraising efforts of the Foundation and the University. The Foundation shall not have access to student data held by the University.

5.05 On an annual basis, the University shall prepare an outline and spending plan for any discretionary resources requested from the Foundation. This includes, but is not limited to, fundraising expenses, vendor contracts, subscriptions, and other fees that support advancement activities at the University.

5.06 The University will employ prevailing methods and current technology in its record keeping, reconciliation practices, accounting, and stewardship of the funds held under its management, including the issuance of gift receipts on behalf of the University and the University providing appropriate recognition to donors.

5.07 The University shall receive approval from the Foundation's Executive Director prior to any use of the Foundation name and/or EIN to apply for grants or other funding. The University recognizes that funding applications must be consistent with University and Foundation purposes. The Foundation Executive Director shall approve requests from the University pursuant to this Paragraph within three (3) business days.

6 <u>TAX EXEMPT STATUS</u>

6.01 The Foundation, as demonstrated in its governing documents, was formed and incorporated as a Texas non-for-profit corporation on December 5, 1968, and recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended. Written notification of any changes in the 501(C)(3) status of the Foundation shall be due immediately after such changes have occurred or when the Foundation has knowledge of upcoming changes. The Foundation agrees not to engage in any activity that will jeopardize its tax-exempt status and agrees that a loss of tax-exempt status would constitute cause for termination of this Agreement by the University. Upon request of the University, the Foundation agrees to provide an affirmation letter from the IRS Determinations Officer confirming the Foundation's continuing tax-exempt status.

7 ADHERENCE TO THE LAW AND ETHICAL CONDUCT

7.01 The Foundation agrees that its Trustees, officers, employees, and agents will comply with all federal, state, and local laws, regulations, and ordinances in performing the obligations of this Agreement. In addition, the Foundation agrees that to the extent applicable, its officers, Trustees, employees, and agents will abide by all written University policies and procedures, including those relative to conduct while on University property.

7.02 The officers, Trustees, and employees of the Foundation agree to, at all times, conduct themselves professionally and in adherence to the highest ethical standards of conduct.

7.03 The Foundation agrees to comply with all applicable laws regarding the privacy of constituent and donor records and shall also comply with all requirements of the Texas Public Information Act that may be applicable to the Foundation due to its relationship with the University.

8 USE OF UNIVERISTY NAME AND TRADEMARKS

8.01 The Foundation acknowledges that University owns the trademark and all other rights in the name "Texas Southern University," ("University Name.")

8.02 Except as set forth herein, the Foundation may not use the name, logo, seal, or other symbols and marks of the University, without written consent of the University President or his/her designee.

8.03 The University acknowledges that the present name of the Foundation is the "Texas Southern University Foundation" and specifically consents to the use of such name during the term of this Agreement.

8.04 The University grants the Foundation a nonexclusive, nontransferable license to use the University Name in connection with its fundraising activities, so long as the Foundation complies with the University's Brand Standards. The University shall deliver its Brand Standards to the Foundation upon execution of this Agreement, and thereafter, at the time of any amendment thereto. The Foundation agrees to comply with the Brand Standards.

8.05 The University does not grant any rights or licenses to the Foundation as to any other trademark, service mark, name, or logo of the University other than the University Name as prescribed in Paragraph 8.04, without the written consent of the University President or his/her designee consistent with University Policies and Brand Standards. The University may extend or revoke the license to its Name or any other trademark, service mark, name, or logo of the University given pursuant this Paragraph, with cause upon reasonable notice, in its entirety or as to particular uses by the Foundation. The Foundation shall not delegate the authority to use the University Name or any trademark, service mark, name, or logo of the University given to it pursuant to this Paragraph to any person or entity without the prior written approval of the President of the University or his/her designee.

8.06 All correspondence advertisements and other communications from the Foundation must clearly indicate the communication is from the Foundation and not from the University.

8.07 The Foundation agrees to cease using the University's Name and any other trademark, service mark, name, or logo of the University given to it pursuant to Paragraph 8.05 of this Agreement in the event:

a. The Foundation dissolves;

b. The University withdraws recognition of the Foundation;

c. The Foundation ceases to be a non-profit corporation or ceases to be a tax-exempt organization recognized by the Internal Revenue Service as described in Section 501(c)(3) of the Internal Revenue Code;

d. The University revokes or terminates the license to the University Name and/or other trademark, service mark, name, or logo of the University given to the Foundation pursuant to Paragraph 8.05 of this Agreement; or

e. This Agreement is terminated pursuant to the termination clauses contained in Paragraph 2.03; or is expired under Paragraph 2.01.

9 USE OF UNIVERSITY PROPERTY AND PERSONNEL

9.01 At all times, the Foundation shall operate as, and in fact be, independent from the University, and its Board of Regents. No board member, officer, or employee of the University or its component institutions will, at the same time, serve as Board of Director, or Trustee of the Foundation. However, such persons may serve as non-voting, ex-officio Foundation Trustees. No board member, officer, or employee of the University or its component institutions will receive personal monetary enrichment from the Foundation except in accordance with Board of Regents and University policies and the express terms of this Agreement.

9.02 The Foundation agrees to execute annual written agreements between the Foundation and the University specifying the use of University personnel or property to directly assist in the operation of the Foundation subject to reimbursement and setting forth a reasonable sum or other financial benefit to be paid by the Foundation directly to the University for the assistance rendered by such personnel or the use of such property. All such agreements must be executed by September 1 for the current fiscal year to which it applies.

9.03 The Foundation agrees not to make any payments or to provide any loans, renumeration, or benefits, financial or otherwise, including reimbursements of any type that would be properly includable in the gross income under Section 61 of the Internal Revenue Code, as amended ("Financial Benefits"), to University employees, whether faculty or staff. Only the University may provide Financial Benefits to a University Employee, unless otherwise approved in advance by both the Foundation's Executive Director and the University's General Counsel. Upon agreement by the University and the Foundation, the Foundation shall reimburse the University for all such Financial Benefits paid to a University Employee, whose services are provided for the benefit of the Foundation, including, in addition, any associated payroll taxes and other direct compensation expenses. The limitations of this section shall not apply to reimbursement of expenses to the University by the Foundation in carrying out its exempt purposes.

10 <u>GENERAL INFORMATION</u>

10.01 Upon execution of this Agreement, the Foundation agrees to provide the University a copy of the updated Articles of Incorporation and Bylaws of the Foundation. Any changes to such documents shall be provided to the University within thirty (30) business days after amendment.

10.02 Upon execution of this Agreement, the Foundation agrees to provide a current list of names and contact information of all Foundation Trustees and all officers of the Foundation. Any changes to such information shall be provided to the University within thirty (30) days.

10.03 The Foundation shall provide the University a complete copy of its written policies upon execution of this Agreement, and thereafter annually at the time of the collaboration meeting referenced in paragraph 10.05 below. All other documentation this Agreement requires the Foundation to annually submit to the University shall be submitted at the annual meeting specified in paragraph 10.05 below, unless a different timeline is provided in this Agreement.

10.04 The Foundation shall maintain accurate minutes of Board Meetings (exclusive of meetings conducted in Executive Session) and shall provide such minutes to the University as requested.

10.05 The Foundation agrees to provide other information upon request by the University, as required by the University to perform its obligations under law. To ensure effective achievement of the items of this Agreement, officers of the University Board of Regents and officers of Foundation Trustees shall hold at least an annual meeting to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.

11 CONFIDENTIALITY

11.01 Except as required by law, the University will keep confidential all information provided to the University as required by this Agreement, including audited financial statements, IRS documents, and other reports, to the fullest extent allowed by law. Neither the Foundation nor the University shall disclose or use any private, confidential, proprietary, or trade secret information provided from one to the other except as required by law or the terms of this Agreement with prior notice to the disclosing party.

12 CONFLICT OF INTEREST

12.01 The Foundation shall develop policies and procedures to comply with Section 22.230 of the Texas Business Organization Code to ascertain and handle potential conflict of interest situations. Each Trustee of the Foundation shall complete and submit, on an annual basis, a completed Conflict of Interest questionnaire indicating whether the Trustee or officer, or member of his/her immediate family, have a material financial interest or hold a position in any outside concerns which create or may create a conflict of interest. To the extent necessary, the Foundation shall follow its Conflict of Interest policy and procedures to assess potential conflicts of interest.

Further, the Foundation shall retain the completed Conflict of Interest questionnaires in accordance with the appropriate record retention policies.

12.02 All financial advisors and/or financial service providers of the Foundation shall comply with the Standard of Professional Conduct generally applicable to the profession and as set forth in Board of Regents Policy 55.02, attached hereto as Exhibit B.

12.03 The Foundation shall obtain signed forms each year from its outside financial advisors certifying compliance with the conflicts of interest policy of the Foundation. The Foundation shall retain such completed forms and on an annual basis, provide a list of financial advisors (if any) and a statement certifying compliance to the University.

12.04 A copy the Foundation's Conflict of Interest Policy and statement certifying compliance with such policy shall be provided to the University upon execution of this Agreement and annually thereafter.

12.05 The Foundation shall not conduct any business with any current University board member, current University board member minority or majority-owned businesses, or family member of any current University board member. Additionally, the Foundation shall not conduct business with any University board member or family member of a University board member who has left the University board within the preceding 12 months.

12.06 The University shall not conduct any business with any current Foundation board member, any current Foundation board member minority or majority-owned businesses, or family member of any current Foundation board member. Additionally, the University shall not conduct business with any Foundation board member or family member of a Foundation board member who has left the Foundation board within the preceding 12 months.

13 AUTHORITY TO BIND

13.01 Without the prior or written consent of the Foundation, no officer or employee of the University will commit the Foundation to any agreement or expenditure or accept any gift, contribution, grant, or bequest on behalf of the Foundation. Without prior written consent of the University, the Foundation will not commit the University to any agreement or expenditure on behalf of the University.

14 COMPLIANCE WITH UNIVERSITY GOVERNING BOARD POLICIES

14.01 To the extent of such applicability, the Foundation in all interactions with and/or on behalf of the University will comply with the written policies, rules and directives of the University Board of Regents, including amendments thereto, and the Manual of Administrative Policies and Procedures, which will be published to the Foundation.

15 GOVERNING LAW

15.01 This Agreement will be construed, interpreted, and the rights and duties of the parties determined in accordance with the laws of the State of Texas.

16 NOTICES

16.01 Any notice to either party hereunder must be in writing and signed by the party giving it, and will be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified, or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To the University:

James W. Crawford, III, President
Texas Southern University
3100 Cleburne Street, Hannah Hall 220
Houston, TX 77004

With a copy to:
Office of the General Counsel
Texas Southern University
3100 Cleburne Street, Hannah Hall 340
Houston, TX 77004

To the Foundation:

Frazier Wilson, Chairman
Texas Southern University Foundation
Woodcreek Complex – Bldg E – Floor 6
150 North Dairy Ashford Road
Houston, TX 77079

With a copy to:

Texas Southern University Foundation Executive Director
3100 Cleburne Ave.
Houston, TX 77004

16.02 All such notices shall be effective only when received by the addressee.

17 WAIVER

17.01 A waiver by either party of any terms and conditions of this Agreement in any instance will not be deemed or construed to be a wavier of such term or condition for the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.

18 SOLE AGREEMENT

18.01 This Agreement constitutes the sole agreement between the Parties respecting matters described herein and supersedes any other written or oral agreement. This Agreement may not be amended or otherwise modified except by the written agreement of both parties.

19 SEVERABILITY

19.01 If any of the provisions of this Agreement shall, for any reason, be held by a court of competent jurisdiction to violate any applicable law, or to be unenforceable, then the remainder of the provisions of this Agreement will remain in full force and effect.

20 SURVIVAL

20.01 Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.

21 BOARD APPROVAL

21.01 Each party acknowledges that this Agreement is entered into with the approval of each party's governing board and under its authority and will be null and void if approval is not received or authority to enter into this Agreement is not otherwise delegated to appropriate representatives of each party's board.

{Signature Page to Follow}

IN WITNESS WHEREOF, the authorized representative of Texas Southern University and the authorized representative of the Texas Southern University Foundation have executed this Agreement on this _______ day of ________________, 2026 in Houston, Texas.

TEXAS SOUTHERN UNIVERSITY

By:__________________________________ Date:__________________________

James W. Crawford, III, President

TEXAS SOUTHERN UNIVERSITY FOUNDATION

By: Frazier Wilson
Frazier Wilson (May 22, 2026 22:42:44 CDT) Date: 05/21/2026

Frazier Wilson, Board Chairman

REVIEWED AS TO FORM BY:

By:______________________________ Date:__________________________

Office of the General Counsel
Texas Southern University

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Personnel and Litigation

ITEM: Request Approval for the Appointment of Dr. Juan Alexander as Vice President for Strategic Enrollment Services

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

Requested approval for the Appointment of Dr. Juan M. Alexander as Vice President for Strategic Enrollment Services, pursuant to Board Policy 61.10.

SUPPORTING DOCUMENTATION: Signed Offer Letter, Vitae and Job Description

FISCAL IMPACT: Annual Base Salary $250,000.00
University FOAP: (1000-21200-7010-60) | BOA0001745
Non-State Appropriated Funds

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/10/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 10, 2026 13:25:17 CDT)
07/10/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:04:33 CDT)
07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
3100 CLEBURNE STREET • HOUSTON, TEXAS 77004

713-313-7011

DEPARTMENT OF HUMAN RESOURCES
OFFICE: 713-313-7521; FAX: 713-313-4347

May 22, 2026

Juan M. Alexander Sr., EdD
[redacted]

Dear Dr. Alexander:

Texas Southern University is pleased to offer you the position of **Vice President for Strategic Enrollment Services (VPSES)), subject to the approval of the Texas Southern University Board of Regents.** Your anticipated start date is **July 8, 2026, contingent upon receipt of all required approvals and completion of applicable pre-employment requirements.**

We look forward to utilizing your knowledge, skills, and abilities. Should you choose to accept our offer, your starting annualized salary will be **$250,000.00.** In addition, you will receive relocation assistance up to **$5,000.** This position is **exempt** and will have a probationary period of twelve **months (12)** from the date of hire. Please note, Texas Southern University is an "at-will" employer. All administrators and staff serve the University without a fixed term and do not have vested rights in continued employment. Nothing in this offer letter shall be construed as creating a contract of employment for any specific duration.

As **VPSES,** you will receive all benefits and perquisites afforded by law to employees of the State of Texas, such as vacation, sick leave, holidays, and other legally available benefits such as insurance, retirement and social security coverage. Please visit the following Employee Retirement System (ERS) website to review some of the benefits that Texas Southern University has to offer http://www.ers.state.tx.us.

Once you accept this offer, you will be contacted by the Office of Human Resources/Payroll Services to complete the required new employee documentation. To receive more information about the enrollment process for specific benefits you are eligible to receive as a member of the Texas Southern University team, please call (713) 313-4246.

As indicated above, this offer of employment is contingent upon the completion of a satisfactory background criminal investigation, employment references, and Texas Southern University Board of Regents approval. Should you agree to accept this offer, please indicate your acceptance by signing this letter and returning it to me at your earliest convenience.

I am delighted by your willingness to take on this role and am looking forward to working with you as we continue to move Texas Southern University forward. The entire President's Office is enthusiastic about you, and we look forward to greeting you. In the meantime, if you have any remaining questions about any aspect of this appointment, please feel free to contact me.

Sincerely,

Ronald McKinley
Ronald McKinley, PhD, MBA, SPHR
Interim Chief Human Resources Officer

I accept this offer by my written signature below:

Juan M. Alexander (May 22, 2026 09:17:50 EDT)
Juan M. Alexander, Sr., EdD

May 22, 2026
Date

JUAN M. ALEXANDER SR. Ed.D [redacted]

[redacted] CELL: [redacted]

SUMMARY OF QUALIFICATIONS:

A passionate and energetic leader who is student-centered, process-oriented, and data-driven with exceptional organizational and analytical skills and a varied, comprehensive knowledge base in enrollment management.

EDUCATION:

Ed.D. – Education Leadership
Creighton University, Omaha, NE

M.A. – Teaching
Norfolk State University, Norfolk, VA

B.S. – Mass Communications, Concentration: Public Relations
Norfolk State University, Norfolk, VA

EXPERIENCE:

Florida Agricultural & Mechanical University, Tallahassee, FL *2024-Present*
Associate Vice-President for Enrollment Management

- Oversee the Office of Admissions & Recruitment Financial Aid, Career & Professional Development Center, New Student Orientation and Welcome Center (60 FTE's) with an operating budget of $3 million.

  Results:
  - Restructured the Office of Admissions and Recruitment to enhance operational efficiency and strategically hired staff in key functional areas within eight months
  - Led the implementation of the SLATE CRM system's processing component to streamline admissions operations.
  - Facilitated a comprehensive assessment of the Financial Aid Office to identify operational strengths and areas for improvement.
  - Cultivated strategic partnerships with external stakeholders to strengthen and enhance processes within the Division of Enrollment Management.
  - Successfully integrated the Focus 2 Career Assessment into the student onboarding experience, ensuring all incoming students receive early, structured career guidance aligned with academic planning.
  - Achieved a record-setting enrollment growth, including an 11% increase in applications (28,000 to 31,000)-the largest in university's history-along with a 67% increase in admitted students (4,500 to 7,500) and a 106% increase in confirmed deposits (489 to 1,008) for Fall 2026.

- Coordinate enrollment management activities, functions, and operations with the Division of Academic Affairs, Finance and Administration.

  Results:
  - Strengthened Collaboration across academic colleges and administrative units, aligning recruitment and admissions strategies with institutional priorities
  - Serves as Chair of the Recruitment Data Council, leading data-informed decision making and accountability across enrollment functions.
  - Partner closely with Academic Affairs to align enrollment strategies with program capacity, student success outcomes, and performance-based funding priorities.

Norfolk State University, Norfolk, Virginia
Senior Associate Vice-President for Enrollment Management *2019-2024*

- Oversee the Offices of Admissions, Financial Aid, Registrar, Transfer Services, Orientation, and Graduate Recruitment (62 FTEs) with an operating budget of $3 million.

  Results:
  - Consistently exceeded projected first-time freshmen & transfer enrollment goals of 1,100 and 300 respectively and set new benchmarks for overall enrollment.
  - Reestablished a one-stop shop for Transfer Students (Transfer Admission & Services).
  - Integrated the use of technology and marketing that enhanced recruitment and the admissions process (i.e. signal Vine texting service, student search, social media, etc.)
  - Increased the effective utilization of state, federal, and institutional financial aid and scholarship funds/resources that positively impacted recruitment and retention.
  - Developed and maintained collaborative, engaged, and strategic partnerships with internal and external stakeholders while enhancing institutional enrollment.

- Develop and amend policies and procedures within the enrollment management division to ensure university, federal, and state compliance and process efficiency.

  Results:
  - Streamlined processes that aided in eliminating communication gaps between the offices of admissions and financial aid, particularly as it pertains to the SLATE CRM implementation.
  - Successfully completed an internal audit review that addressed audit findings within the division before assuming the AVP role.
  - Developed a new methodology for leveraging financial aid awards.

- Coordinate enrollment management activities, functions, and operations with the Divisions of Academic Affairs, Student Affairs, Finance and Administration, and Institutional Advancement.

  Results:
  - Increased collaboration among divisional offices resulting in consistent first-time and overall enrollments, along with creating opportunities for growth.
  - Aided in creating a more efficient orientation and move-in process for new students, in addition to identifying strategies that will improve student retention.

Executive Director of Admissions *2016 - 2019*

- Directed the university admissions function to include management of the admissions and recruitment staff (17 FTEs) with an operating budget of $500K.

  Results:
  - Exceeded projected enrollment goal and set a new benchmark.
  - Increased volume in total applications processed by 63% from the previous year.
  - Increased enrollment of first-time freshmen by 118% (Fall 2015 – 475; Fall 2016 – 1039).
  - Increased enrollment of first-time transfers by 38% (Fall 2015 – 361; Fall 2016 – 499).
  - Maintained continuous increase in enrollment of first-time freshman and transfer students.

- Oversaw the utilization of Colleague DATATEL to enhance technology in the admissions process; train and develop existing staff to leverage the system to full capacity.

  Results:
  - Conducted quarterly audits of the student information to ensure its proper use.
  - Reduced the application processing time from 6 – 3 weeks.
  - Reduced the processing costs by approximately 15%.

- Implemented a Customer Relation Management (CRM) system.

  Results:
  - Allowed students to have a self-service online portal to apply and see their application status in real-time.
  - Enhanced communication with students throughout the admissions funnel.
  - Provided critical admissions & recruitment data to upper administration, thus enhancing the process for making informed recruitment and admissions decisions.

Norfolk State University- continued

  - Possess a central repository for processing, making it easier to manage variances in staffing and still process applications quickly.

- Developed and enforce admission & recruitment policies.

  Results:
  - Allowed enhanced efficiency and organizational structure within the office.
  - Ensured that the Office of Admissions & Recruitment remains in compliance with institutional and state policies.

- Implemented an electronic transcript retrieval process through the utilization of Parchment Premium

  Results:
  - Allowed for electronic receipt of transcripts from high school students applying to the University.
  - Allowed for a centralized repository for processing making it easier to manage variances in staffing and still process applications quickly.

- Divisional designee assignment
  - Served as divisional designee, in the absence of the Vice President for Student Affairs and Enrollment Management, providing executive leadership to units encompassed under the divisional umbrella.
  - Elicited the confidence and trust of the Vice President to make operational decisions in his absence.
  - Provided comprehensive oversight for planning and implementation of goals, objectives and strategies related to the division and insure alignment with those of the University.
  - Provided guidance for the development and implementation of high-quality and student-centered approaches to support student success.

Savannah State University, Savannah, Georgia
Director of Admissions & Recruitment *2015 - 2016*

- Directed the university admissions and recruitment function to include management of admissions & recruitment staff (11 FTEs) with an operating budget of $275K.

  Results:
  - Enhanced marketing recruitment material used for recruitment.
  - Secured funding for a Customer Relations Management (CRM) System.
  - Established policies regarding recruitment travel and admission processing.

Kentucky State University, Frankfort, Kentucky
Director of Admissions *2012 - 2014*

- Directed the university admissions function to include management of admissions staff (8 FTEs) with an operating budget of $150K.

Results:
- Exceeded projected goal and set new enrollment benchmarks.
- Increased volume in total applications processed by 15% in first year.
- Increased enrollment of first-time freshmen by 35% during first full recruitment season.
- Increased academic profile of first-time freshmen composite ACT score from 18 to 19.
- Increased average GPA from 2.4 to 2.6.

- Employed Banner to fully realize technology in the admissions and recruitment process; trained and developed existing and new staff to leverage system to full capacity.

  Results:
  - Created and implemented student self-service online admissions application allowing students to see their application status in real-time.
  - Reduced application processing time by approximately 50%.
  - Reduced processing costs by approximately 10%.
  - Provided key information to upper administration to understand the needs of prospective students and allowed for focused recruitment efforts to capture and increase enrollment.
  - Set up validation tables that ensured data met standards; tested and launched successfully.

- Implemented electronic transcript retrieval process through utilization of Parchment.

  Results:
  - Reduced processing of applications by 50%.
  - Allowed for electronic receipt of transcripts from high schools for students applying to the University.
  - Allowed for centralized repository, thus making it easier to manage variances in staffing and still process applications quickly.

- Served as the Student Ambassador Advisor for thirty (30) ambassadors.

  Results:
  - Created a uniform culture within the organization to represent the university at local and national recruitment events and identified ways to increase fundraising; assisted with establishing a bank account and kept financial statements for group.
  - Served as a mentor to Ambassadors and guided them through understanding organizational operations and roles, the importance of keeping meeting minutes, etc.

- Oversaw the university's dual enrollment program for approximately 500 plus students.

  Results:
  - Fostered positive relations with the community (i.e., guidance counselors, homeschoolers, etc.) to ensure that applications for dual programs were processed accurately and timely.

Wilberforce University, Wilberforce, OH
Director of Admissions *2010 – 2012*

- Directed and managed the university admissions function to include, the management of admissions staff (5 FTEs) with an operating budget of $215K.
  -

  Results:
  - Created communication plans that targeted and recruited students that were academically prepared, thus leading to increased retention.
  - Developed, evaluated, interpreted, and enforced admission policies and procedures that ensured alignment of strategic goals and plans; reduced operating expenses by $12K for travel-related

expenses.

- Implemented an online application portal allowing students to apply online and accept payment for their respective admissions applications.

  Results:
  - Realized greater efficiency in processing applications and identification of true applicants.
  - Collected application fee at the point of application, allowing for more efficient applicant data retrieval and communication with applicants.
  - Increased forecasting of true applicants allowing for more accurate reporting of prospective students to key leadership.

- Collected, analyzed, and employed admissions and enrollment data to meet immediate and long-range university enrollment objectives.

  Results:
  - Analyzed data from prior years to identify missed opportunities and consider alternative strategies to meet immediate and long-term goals.
  - Compiled information that had not been considered prior by researching, examining, and leveraging data for a more meaningful and thorough approach to strategizing and planning.
  - Utilized and employed data to yield a higher caliber of students for enrollment and retention by forecasting market conditions and considering bottlenecks that were impactful.

- Collaborated with faculty, staff, alumni, and students to build effective relationships and communicate recruitment strategies and actions.

  Results:
  - Joined forces with key stakeholders to share plans and assist in planning by forecasting future needs and opportunities.
  - Recapped successes, shared challenges, and improved outcomes to unify and align recruitment efforts with university goals.

Alabama Agricultural & Mechanical University, Huntsville, AL
Director of Admissions *2007 – 2010*

- Directed and managed the university admissions function to include management of admissions staff (13 FTEs) with an operating budget of $1.2M.

  Results:
  - Established innovative plans and processes to increase enrollments of high caliber students leading to increased retention for the university.
  - Established an integrated recruitment plan, which included faculty, staff and student involvement creating a more efficient admissions process and ensured a timely response.
  - Coordinated admissions marketing initiatives to include publications, electronic media and website design.
  - Attained a 10% increase in first-time freshmen for Fall of 2009.
  - Developed a more robust admission packet that included step-by-step instructions for students and parents upon acceptance to the university.
  - Established an enrollment management task force to ensure a smooth matriculation of first-time entering freshmen.
  - Established an Alumni Admissions Recruitment program inclusive of a training manual which kept alumni abreast of the overall admissions process in addition to assisting with increasing alumni participation in our recruitment efforts.

- Provided vision and leadership for use of technology (Banner & Recruitment Plus) in recruitment and admissions processes; led team to leverage and fully realize technologies to assist in meeting enrollment goals.

  Results:
  - Reduced processing time of applications by approximately 50%.
  - Reduced processing costs by approximately 10%.
  - Provided key information to upper administration regarding the demographics of enrollments and retention of students.

- Used College NET, an electronic admissions application that allowed students to apply and pay online, thus reducing the number of duplicate online applications by 80%.

  Results:
  - Led team to leverage and fully realize technologies to assist in meeting enrollment goals.

- Redesigned the university's scholarship program by forming a scholarship committee to efficiently award institutional scholarships to prospective students.

  Results:
  - Enrolled 1,200 first-time freshman students who were an institutional fit: increasing potential retention.
  - Increased communication with our prospects, applicants, and enrolled students.

- Served as the Student Ambassador Program Advisor for fifty (50) ambassadors.

  Results:
  - Created a uniform culture within the organization to represent the university at local and national recruitment events and identified ways to increase fundraising; assisted with establishing a bank account and kept financial statements for group.
  - Served as a mentor to Ambassadors and guided them through understanding organizational operations and roles, the importance of keeping meeting minutes, etc.
  - Established a "Students Recruiting Students" program to assist in the recruitment efforts of the Office of Admissions.

Old Dominion University, Norfolk, VA
Site Director, John Taylor Community College *2005 – 2007*

- Directed the university admissions function to include management of admissions staff (6 FTEs) with an operating budget of $120K.

  Results:
  - Increased quality of customer service to prospective students for the campus by responding to student inquiries within 24 hours, providing convenient times for academic advising, which may have included having extended office hours, and ensuring that all classrooms were properly prepared for classroom instruction.
  - Marketed the various academic programs providing exposure of the university to community college students as well as local businesses and school district.
  - Resolved and handled student issues concerning financial aid and registration, which assisted in creating a more customer service-oriented environment, increased inquiries by 4%, helped to increase overall enrollment by 5% and provided me with the knowledge and familiarity with academic advising.

- Served as the academic liaison between Old Dominion University and John Tyler Community College

  Results:
  - Provided key information back to university to unify their approach to better market the university

on the community college campus.
    - Implemented new program and class offerings leading to increased enrollment and acquisition of larger space.
    - Extended office hours to better serve student needs/wants, increasing their satisfaction.
- Provided counseling to students on admissions requirements and financial assistance using the Banner student information system.

  Results:
    - Increased quality of customer service to prospective students for the campus.
    - Utilized Banner to enter admissions applications along with using a scanner to expeditiously send information from the site to the main campus.
    - Leveraged Microsoft to keep an accurate account of advising appointments.

- Functioned as the sole provider of academic advising to all students in thirty (30) academic degree program offerings.

  Results:
    - Assisted the Academic Deans on the main campus by advising students in their respective programs of interest.
    - Conferred with students regarding courses needed to best meet their individual needs while keeping them focused on degree requirements and objectives.

- Served as a steering committee member for the Community College Workforce Development Office.

  Results:
    - Represented the university on how academic programs could complement some of the initiatives established by the committee.
    - Established and networked with many outside industries through attendance at events, increased visibility of university.
    - Increased enrollments of students working full and part-time employment.

Norfolk State University, Norfolk, VA
Associate Director, Alumni Relations *2003 – 2005*

- Managed alumni function for university to include but not limited to, assisting in the cultivation, organization and advising of alumni chapters throughout the country, assisting with the oversight of office budget and management of staff.

  Results:
    - Provided leadership, coordination, and support to the university's alumni and related activities to include alumni affinity groups and senior receptions.
    - Prepared all communications and publication materials for alumni using MS Publisher, Outlook and Macromedia Contribute.
    - Served as the advisor for the student alumni association.

- Managed the maintenance of the alumni volunteer database, as well as keep track of active members of the NSU Alumni Association using DONOR 2 and DATATEL computer systems.

  Results:
    - Leveraged technology to keep track of alumni and increase donations to university.
    - Instituted a freshman gifts program to initiate a university tradition among first-time students.
    - Provided frequent communication updates to volunteers and university alumni through an e-newsletter.

- Taught Freshmen Orientation classes.

Results:
- o Increased retention of first-time students through increasing their knowledge of the university's history and focusing on relevant policies and procedures that affected them.

Norfolk State University, Norfolk, VA
Assistant Director/Special Events, Office of Admissions *2001 – 2003*

- Provided counseling to undergraduate applicants and parents on admissions requirements and financial assistance.

  Results:
  - o Updated the Admissions web page by incorporating up-to-date information on Admissions recruitment events (i.e., open houses, prospective student receptions, recruitment calendar, etc.) ensuring that students and/or parents had a centralized point of reference for events.
  - o Led and integrated a virtual tour, which resulted in increased enrollments, highlighting the University's features through the creation of an interactive web tool allowing students and parents gain a personal and visual perspective of the campus.

- Evaluated applications to determine acceptance using DATATEL student information systems.

  Results:
  - o Leveraged technology and improved processes to reduce time in making admissions decisions by using auto admit feature; constructed criteria and established validation tables to ensure appropriate admissions.
  - o Increased customer satisfaction perception of students and parents by decreasing the response time for admissions.

- Represented the University at college fairs locally and nationally for recruitment purposes.

  Results:
  - o Represented university at college fairs yielding the highest interest of students for the university; coordinated attendance of fairs for assigned territory.
  - o Recruited students by providing information about the university and answer questions prospective students and their parents have regarding the university; ensured follow-up post college fair by utilizing an established communication plan and strategy to encourage their interest in the university.

- Served as an administrative hearing officer for the Office of Judicial Affairs.

  Results:
  - o Reviewed cases of student misconduct and determine sanctions for violations based on the policies/procedures of university.

- Chaired the Town Foundation Scholarship Committee.

  Results:
  - o Reviewed applications for various scholarships and ensured criteria set forth by donor was met; communicated to all applicants the status once a decision was determined.
  - o Awarded a university scholarship to five (5) students for financial assistance.
  - o Partnered with community leaders and educators to inform selected individuals of their selection for scholarships.

Chesapeake Public Schools, Chesapeake, VA
Primary School Teacher *1999 – 2001*

- Designed and implemented curriculum-structured lesson plans to meet the diverse needs of students.

Results:
- Utilized a variety of teaching strategies including collaborative learning, direct instruction, and numerous hands-on activities to increase students' knowledge of math, English, reading, science, social studies and handwriting.
- Adapted teaching methods to provide students with visuals, hands-on activities, and listening activities to increase their retention of subject matter.
- Geared lesson plans toward providing real-life examples about the subject matter being presented by including current news articles, guest speakers, and field trips.
- Created and presented lesson plans, as well as administered state-mandated examinations, using MS Word, PowerPoint, Excel, etc. to remain organized and keep accurate records for students.

- Formulated assessment tools to review covered material as well as maintain an accurate record of students' grades.

Results:
- Developed and administered pop quizzes, time tests, cumulative tests, and homework to assess students to ensure learning objectives were being met and to provide necessary assistance to increase their absorption and retention of subject matter.

- Assisted with coordinating the school's annual career day event.

Results:
- Coordinated speakers for event by reaching out to local businesses, municipal entities, colleges and universities to speak about various careers and their career paths; enabled students to see at an early age career they may not have been exposed to or considered as viable options for themselves.

Norfolk State University, Norfolk, VA
Financial Aid Counselor *1996 – 1999*

- Counseled students concerning financial aid with regards to the types of aid available as well as their eligibility based upon income and other contributing factors.

Results:
- Maintained up-to-date financial aid information via the Internet as well as seminar conferences helping the university to increase awareness of various scholarships that students could receive outside of university funding resulting in a cost savings to the university and exposing students to other scholarship opportunities.
- Assisted with maintaining the job board for students who were participants of the federal student work-study program providing up-to-date jobs on campus so that students could fulfill their work-study obligations.
- Conducted both on and off campus financial aid seminars to educate students about the financial aid process ensuring that information was disseminated in a manner that was easily understood.

- Reviewed students' financial aid award letters using IFAS and DATATEL computer systems.

Results:
- Helped to award students and provide financial aid statuses to students; assisted with answering questions and concerns to students and/or parents.
- Helped the university to keep accurate records of student files and reduced the use of paper.

- Supervised and trained work-study students on the financial aid process.

Results:
- Ensured that students were providing individuals the accurate information about their financial aid

status and award.
- Increased individual awareness of the positive impact of intrinsic motivation to achieve positive outcomes from providing excellent customer service; capitalized on hiring and managing personnel to ensure efficiency as the first point of contact.

- Assisted the Assistant Director of Admissions at local and national college fairs.

  Results:
  - Provided financial aid information and admissions materials to assist students and parents in planning financially.
  - Participated in college fairs assisting the Admissions Department to increase enrollments by providing information about the University to prospective students and their parents.

GRANT PROPOSAL:

Program:	**Improving Access to and Success in Higher Education, 2010**
Funding Source**:**	TG Public Benefit Grant Program
Amount:	$350,000
Duties:	PI and Co-Authored

PRESENTATIONS:

"Customer Service and its Role in the Decision-Making Process of Selecting a College" Invitation extended by Alabama Association of Collegiate Registrars and Admission Officers (ALACRAO) **July, 2008.**

"Who Is the Millennial Student" Invitation extended by Alabama Agricultural & Mechanical University Faculty/Staff Institute Committee **January 2009.**

Panelist HBCU College Fair sponsored by Congressman Raul Grijalva, Tucson, AZ September 2013

Panelist HBCU Initiative sponsored by Brookline Public Schools, Brookline, MA November 2021

Articles

"CRM Platforms Can Improve HBCU Enrollment & Retention" Diverse Magazine
https://edadvancement.org/news/crm-platforms-can-improve-hbcu-enrollment-and-retention/

"How HBCU's are Navigating the Recent Influx of Cash & Students" Forbes Magazine Online
https://www.forbes.com/sites/marybethgasman/2022/10/17/how-hbcus-are-navigating-the-recent-influx-of-cash-and-students/?sh=1d11528d251a

UNIVERSITY & EXTERNAL COMMITTEES:

Kentucky State University

- Chair, University Open House Steering Committee
- Homecoming Committee
- New Student Orientation Committee

Wilberforce University

- Chair, Enrollment Management Task Force
- New Student Orientation Steering Committee
- North Central Self-Study

Alabama Agricultural & Mechanical University

- Chair, Enrollment Management Committee
- New Student Orientation Steering Committee
- Homecoming Steering Committee
- Faculty & Staff Institute Steering Committee
- Junior Class Advisor

Norfolk State University

- Chair, Enrollment Management Steering Committee
- Chair, University Open House Steering Committee
- Chair, Town Foundation Scholarship Committee
- Co-chair COVID-19 Committee
- New Student Orientation Steering Committee
- Hearing Officer, Judicial Affairs Committee

Educational Testing Services (ETS)

- Scholarship Reviewer

College Board

- South Region Council Member (Current)
- Enrollment Leadership Academy Alumni (ELA)
- Digital SAT Advisory Committee Member 2023
- Dream Deferred/HBCU Conference Planning Forum Committee Member 2020, 2021 & 2023-current

PROFESSIONAL AFFILIATIONS:

- National Association for College Admission Counseling (NACAC) *August 2023-current*
- College Board Enrollment Leadership Academy (ELA)Participant, *August 2016-August 2017*
- National Association of College Deans, Registrar's and Admissions Officers (NACDRAO), *June 2007-Present*
- Virginia Association of Collegiate Registrars and Admissions Officers (VACRAO), *June 2001- July 2003*
- Southern Association for College Admission Counseling (SACAC), *June 2008-December 2009*
- Alabama Association of Collegiate Registrars and Admission Officers (ALACRAO), *June 2007-December 2009*

VICE PRESIDENT FOR STRATEGIC ENROLLMENT SERVICES

Job Title: Vice President for Strategic Enrollment Services (VPSES)
FLSA: Exempt
Pay Grade: 120
Revised Date: February 2026

JOB SUMMARY:

The Vice President for Strategic Enrollment Services (VPSES) serves as the chief enrollment strategist and provides visionary leadership for developing and executing a comprehensive, data-informed enrollment strategy aligned with the institution's mission and long-term goals. The VPSEM oversees all enrollment management functions, including undergraduate admissions, admissions operations, financial aid recruitment, strategic enrollment marketing functions, and retention initiatives. This executive leader collaborates closely with academic and administrative leadership to drive sustainable enrollment growth and presents and develops a strategic enrollment management plan that optimizes net tuition revenue and enhances student demographics, access, and overall success.

DISTINGUISHING CHARACTERISTICS:

- Strategic Thinking and Planning Skills
- Data-Driven Decision Making
- Financial Planning and Financial Acumen
- Executive Leadership and Change Management
- Collaborative Partnership Building Skills
- Conflict Resolution and Team Building

DUTIES AND RESPONSIBILITIES:

- Focused on the University's mission, vision, and strategic goals, this position will lead the Division of Enrollment Management and cultivate collaborative relationships with university colleagues and external constituencies to ensure consistent strategic enrollment management success.
- Informed by data analytics, will work collaboratively with university administration to develop and execute strategic and operational enrollment management plans that exceed strategic goals while ensuring cohesiveness across the enrollment management continuum from pre-college programs through admissions and graduation.
- Partner with the Business and Finance Office to develop multi-year tuition projections to strategize tuition and fee rates to maintain a competitive advantage while communicating the value proposition of a Texas Southern University education to prospective students and their families, understanding the complexities of resident and non-resident financial aid options.
- Regularly review progress toward the goals of the strategic enrollment plan, ensuring that the division's human and financial resources are developed effectively and efficiently to

achieve tactical and operational goals; analyze, evaluate, and report date in collaboration with the Office of University Planning and Analytics related to the enrollment plan and initiatives, and adjust strategies based on that analysis; recommend resource allocation strategies to achieve goals.

- Exhibit responsiveness, flexibility, and creativity to ensure the University exceeds enrollment goals in a dynamic, competitive enrollment environment, utilizing resources efficiently to achieve the optimal balance between ongoing goals of increasing quality and the diversity of our students while maximizing net revenue.
- Builds and leads a highly productive enrollment management unit, including overseeing the recruitment, management, training, retention, and evaluation of highly qualified professional and support staff.
- Develop successful pipeline programs that enable the University to meet strategic enrollment goals.
- Create and disseminate a clear and compelling message to prospective students, their families, and key constituencies regarding Texas Southern University to strengthen the marketing activities of the enrollment management division, and to ensure consistency of brand and timeliness of campaigns; effectively balance communications with prospective students to increase yield and minimize fatigue and costs; continue to help refine and automate access and affordability data to be responsive to internal and external constituents need for recurring and adhoc reports.
- Work with admissions to ensure that the first impressions prospective students have of the University are first-rate and high touch; campus contacts and visits need to be of the highest possible caliber to deliver accurate information, build prospective student attachment, and optimize yield.
- Develops, implements, and increases efficiencies in enrollment and registration policies and procedures, and plays an integral role in the establishment of registration and payment deadlines and communicating information to students.
- Oversee the implementation, upgrades, and compliance with the student technology information system.
- Consistently ensures the delivery of quality and responsive programs and services through effective assessment of enrollment management outcomes.
- Performs other duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

- Master's degree AND ten (10) years of enrollment management experience (admission and/or financial aid, and/or registrar's office).
- Five (5) years of experience implementing and leading a comprehensive enrollment/retention model to enhance student recruitment, enrollment services,

retention, and student success, including strategic enrollment management theory and practice with demonstrated success leveraging analytics.
- Demonstrated success in strategic enrollment planning and revenue optimization.
- Experience developing strategic enrollment management goals that successfully increased undergraduate enrollment and retention.
- Experience conducting learning, program, and student success outcomes assessment.
- Demonstrated management of financial aid and operational resources within budget.
- Exceptional interpersonal skills and the ability to interact and work effectively with administrators, academic leadership, faculty, students, alumni, donors, community leaders, elected and appointed public officials, and members of the University at large.
- Demonstrated success with contemporary marketing and outreach principles, strategies, and techniques, enrollment management software and systems, as well as external sources.
- Advanced analytical, evaluative, and objective critical thinking skills.
- Experience working with CRM software and a working knowledge of Banner.
- Ability to maintain the security or integrity of critical infrastructure, which may include communications systems, computer networks and systems, cybersecurity systems, electrical grid, hazardous waste treatment, or water treatment systems.

Licenses, Registrations, Certifications, or Special Requirements:
- Demonstrated leadership experience working within Enrollment Management.
- Requires a high degree of independent judgment and problem-solving of complex problems.

Preferred:
- Terminal degree from an accredited institution.
- Familiarity with CRM Systems and enrollment technology platforms/software.
- Experience leading enrollment initiatives in a 4-year institution.
- Experience working with undergraduate admissions, transfer articulation, and dual credit enrollment initiatives.

Knowledge, Skills, and Abilities:

Knowledge of:
- Relevant legal and regulatory requirements, including Federal, State, and Local laws.
- Federal auditing standards in general and particularly as they apply to colleges and universities with federal funds.

Skilled in:
- Communicating with Campus and Community Stakeholders.

- Management and leadership skills.
- Problem-solving and decision-making.
- Managing a variety of time-sensitive demands.
- Allocating and managing resources
- Using data to evaluate improvements in processes and their impact on student success
- Ability to maintain the security or integrity of critical infrastructure, which may include communications systems, computer networks and systems, cybersecurity systems, electrical grid, hazardous waste treatment or water treatment system.

Ability to:

- Provide innovative, proactive, and visionary leadership
- Build high highly performing, student-oriented team
- Design integrated systems and processes
- Establish successful outreach programs
- Working collaboratively with an emphasis on university-wide approaches to enrollment and student success
- Identify barriers to enrollment and student success and ensure problem resolution.

WORK ENVIRONMENT AND PHYSICAL DEMAND:

- Routine office environment.
- Sitting or standing in one location much of the time.
- Some stooping, lifting, or carrying of light-weight objects may be required.
- Use of a video display terminal.

This job description is intended to be generic and to describe the essential functions of the job. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions, and responsibilities may vary based on the specific tasks assigned to the position.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Audit & Compliance

ITEM: FY26 Internal Audit Plan Status Update and Supporting Charter Information

DATE PREVIOUSLY SUBMITTED: NA

SUMMARY:

The current status of the Internal Audit Plan for fiscal year 2026 includes the activities approved by the Board of Regents. All audits in the plan have been initiated and are in progress. The reconciliation of the open internal audit findings is completed, and audit follow-up procedures are in progress.

A redline version of the changes of the internal audit charter from the 2023 version to the revised 2026 version is also provided for information, as well as a summary of those changes. The University MAPP for internal audit is also provided for informational purposes.

SUPPORTING DOCUMENTATION: Redline of the Internal Audit Charter (Under Separate Cover)
Summary of Charter Changes
Internal Audit MAPP
FY2026 Internal Audit Plan Status Update

FISCAL IMPACT: NTE: Previously Approved
University FOAP: 0001-11200-7253-30677 (State Appropriated Funds)

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:02:30 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:01:47 CDT)

07/14/2026

PRESIDENT **DATE**

Audit Committee Briefing – Key Changes from 2023 to 2026 Internal Audit Charter

Executive Summary

The 2026 Internal Audit Charter modernizes TSU's Internal Audit governance framework, aligns the charter with the Institute of Internal Auditors (IIA) Global Internal Audit Standards, clarifies reporting relationships and independence, and shifts the document from an operational charter to a governance-focused charter.

1. Adoption of Global Internal Audit Standards

Updates the charter from the prior IIA IPPF framework to the Global Internal Audit Standards.

2. Clarified Independence and Reporting Structure

Establishes a formal Chief Audit Executive (CAE) model with functional reporting to the Audit Committee and administrative reporting to the President or designee.

3. Governance-Focused Charter

Removes many operational procedures and focuses the charter on governance, oversight, authority, and accountability.

4. Streamlined Audit Committee Responsibilities

Focuses the Committee on approval of the charter, audit plan, independence, resources, and quality assurance oversight.

5. Enhanced Ethics and Professionalism

Adds specific responsibilities related to ethics, culture, professional conduct, and organizational expectations.

6. Increased Strategic Risk Focus

Emphasizes insight, foresight, emerging risks, and strategic objectives.

7. Federal Compliance and Grant Oversight

Adds responsibilities related to Uniform Guidance, federal grants, regulators, and State Auditor coordination.

8. Fraud Oversight Modernization

Moves from Internal Audit leading investigations to a coordinated oversight role with appropriate institutional offices.

9. Updated Quality Assurance Requirements

Changes external quality assessments from every three years to every five years and requires qualified CIA participation.

10. Formal Charter Update Process

Requires Board approval for future charter revisions.

Recommendation

The Audit Committee should view the revised charter as a governance modernization effort that aligns TSU with current professional standards while strengthening independence, strategic oversight, ethics, and compliance.

I. POLICY STATEMENT

Texas Southern University ("the University") shall maintain the Office of Internal Audit and Assurance Services to provide independent, objective assurance and advisory services designed to add value and improve the University's operations. This Office assists the University in accomplishing its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes.

All internal audit activities shall be conducted in strict accordance with the Texas Internal Auditing Act (Texas Government Code, Chapter 2102). This includes adherence to the mandatory components of the International Professional Practices Framework (IPPF) promulgated by the Institute of Internal Auditors (IIA), specifically the Global Internal Audit Standards™ and the Code of Ethics, as well as generally accepted government auditing standards.

The Office of Internal Audit and Assurance Services shall maintain a Quality Assurance and Improvement Program (QAIP) that includes an external quality assessment conducted at least once every five (5) years.

II. PURPOSE AND SCOPE

A. Purpose

The purpose of the University's Office of Internal Audit and Assurance Services is to strengthen the University's ability to create, protect, and sustain value by providing the Board of Regents and University Administration with independent, risk-based, and objective assurance, advisory services, insight, and foresight. The Office supports compliance with applicable federal requirements, including 2 CFR Part 200 (Uniform Guidance), and state reporting obligations.

The internal audit function strengthens the University's:

1. Successful achievement of strategic and operational objectives.
2. Institutional governance, risk management, and internal control processes.
3. Evidence-based decision-making and administrative oversight.
4. Reputation and credibility with internal and external stakeholders.
5. Capacity to fulfill its mandate and serve the public interest as a public institution.

The internal audit function achieves maximum effectiveness when it is independently positioned, performed by competent professionals, and free from undue influence.

B. Scope of Application

This policy applies to all University employees, departments, organizations, units, operations, programs, functions, systems, and personnel, including contractors, vendors, and other individuals or entities acting on behalf of the University, and applies to all funding sources.

C. Scope of Responsibility

The scope of responsibilities of the Office of Internal Audit and Assurance Services encompasses all University activities, programs, functions, assets, and personnel. Activities will include a risk-based approach to evaluate internal controls, governance processes, risk management practices, and the achievement of strategic objectives. The services provided will be those defined within the Office of Internal Audit and Assurance Services Charter; the Office may provide both assurance and advisory services, provided such engagements do not impair independence or result in the assumption of management responsibilities.

III. POLICY PROVISIONS

A. **Continuous Improvement**: The Office of Internal Audit and Assurance Services supports continuous improvement of risk management, control, and governance through:

1) **Risk Management** - Utilizing a risk-based approach to identify inherent risks and establish acceptable residual risk values by contributing to the enhancement of control systems.

2) **Control Systems** -Supporting the development, implementation, and maintenance of controlled activities to mitigate exposure, improve effectiveness and efficiency and promote continuous improvement.

3) **Governance** - Contributing to the governance of the University through the promotion of control systems whereby objectives are documented and communicated, accountability and performance are measured, and control.

systems are preserved

B. **Function**: The Office of Internal Audit and Assurance Services is responsible for reviewing the fiscal, operational, technical, and administrative activities of the University. The Office serves as both a protective and constructive link between the University's policymaking, governance and operational functions. Based on audit findings and identified deficiencies, the Office of Internal Audit and Assurance Services shall provide reports to the Audit Committee of the Board of Regents ("the Board") and the President. Such reports shall include recommendations designed to strengthen internal controls, improve operational efficiency, and support effective institutional governance.

C. **Authority:** The Office of Internal Audit and Assurance Services operates under the authority of both the Board of Regents and the President. The Office is authorized to conduct audits and reviews of all University organizational units and functions as necessary to fulfill its responsibilities and objectives. The Office of Internal Audit and Assurance Services is authorized to have full, free, and unrestricted access to all University functions, records, property, and personnel relevant to the performance of audits. The Office of Internal Audit and Assurance Services shall also have the authority to communicate directly with the Audit Committee in executive session without management present.

D. **Independence**: The Chief Audit Executive (CAE) shall report functionally to the Audit Committee of the Board of Regents and administratively to the President. Internal Audit shall be free from interference in determining the scope of audits, performing work, and communicating results. Internal Audit shall not assume management responsibilities or operational duties. Auditors shall not audit areas for which they had responsibility within the previous year.

IV. CORE OPERATIONAL RESPONSIBILITIES

A. Key Responsibilities

The core operational responsibilities of the Office of Internal Audit and Assurance Services include:

1. **Annual Risk Assessment and Audit Planning**: Completing an annual institutional risk assessment and developing a comprehensive internal audit plan based on that

assessment. The internal audit plan shall be presented to the Audit Committee and the Board of Regents for formal approval.

2. **Execution of Audits**: Performing audits, reviews, and related activities in strict accordance with established professional and state standards.

3. **Reporting and Communication**: Preparing formal audit reports upon the conclusion of engagements and ensuring the timely communication of findings and recommendations to the Audit Committee, the Board of Regents, the President, and executive management.

4. **Corrective Action Monitoring**: Monitoring and following up on established management plans for corrective action and implementation statuses and reporting these progress metrics regularly to the Audit Committee, the Board of Regents, and the President.

5. **External Oversight Coordination**: Responding, as required, to inquiries and mandates from the State Auditor's Office and other external regulatory or oversight bodies.

6. **Professional Proficiency**: Maintaining auditor proficiency and technical competence through continuous professional development and continuing professional education (CPE) requirements.

7. **Regulatory Compliance Evaluation**: Evaluating and reporting on the University's programs, initiatives, and activities to ensure alignment and regulatory compliance with the Texas Internal Auditing Act (Texas Government Code, Chapter 2102) alongside other applicable state laws and regulations.

V. GENERAL PROCEDURES FOR AUDITS

A. Entrance Conference

The Office of Internal Audit and Assurance Services shall provide advance notice of an upcoming audit to the respective function head and responsible administrator. An entrance conference will be conducted to disclose specific audit objectives, plans, and procedures. Notwithstanding the foregoing, unscheduled or unannounced audits may be undertaken under appropriate circumstances.

B. Audit Fieldwork

Audit fieldwork may encompass interviews with responsible parties and business process leads, the development and documentation of "as-is" process understandings, observation of operational procedures, examination of physical or digital documentation, and other necessary analytical or investigative procedures. Audit observations and preliminary findings will be discussed with the auditee throughout the course of fieldwork.

C. Exit Conference

Upon completion of fieldwork, an exit conference will be held to disclose and review preliminary findings or a preliminary draft of the audit report. This meeting serves to discuss interpretations, clarify potential differences, and incorporate appropriate revisions before finalization.

D. Audit Reports and Management Responses

1. **Report Drafting**: A formal report will be drafted by the Office of Internal Audit and Assurance Services upon the completion of all audits or advisory engagements included in the internal audit plan.

2. **Management Response Timeline**: No later than three weeks following the close of fieldwork and subsequent issuance of the preliminary audit report, the function head or responsible administrator shall submit a formal written response to the audit findings.

3. **Response Requirements**: The management response must address each individual finding and explicitly include:

   a. **Statement of Position**: A clear statement of agreement or disagreement. If the auditee disagrees with a specific provision of the report, the auditee's position and rationale shall be clearly identified in the area in which the exception is taken.
   b. **Corrective Action Plan**: A precise statement of the corrective action(s) planned or taken in response to the finding presented.
   c. **Accountability and Timeline**: The designation of the specific University personnel responsible for the implementation of the corrective action(s) along with a firm timeline for implementation and completion.

E. Follow-Up Activities and Monitoring: The Office of Internal Audit and Assurance Services will conduct a review of the corrective actions taken in response to the audit report. The timing of the follow-up procedures will be based on the timeline for implementation and completion of the changes in the original internal audit report. Internal audit will validate that corrective actions were taken to remediate audit findings and that the actions effectively mitigate the identified risk(s). A separate report will be provided after follow-up validation procedures are completed. The report for follow-up procedures will follow the same requirements of audit reports. Upon completion of the follow-up procedures, if findings remain open, the function head may be subject to additional reporting requirements, based on the decision of the University President or Audit Committee.

Texas Southern University
Internal Audit Status Report
As of June 24, 2026

2026 Internal Audit Plan Status

The attached reflects the status of the engagements included in the 2026 Internal Audit Plan:

Additional Activities of Internal Audit include participation and assistance in the State Auditor's Office (SAO) audit of financial aid to be included in the state-wide single audit. This audit is conducted annually for all state agencies and state higher education institutions. The single audit procedures include performing detailed testing of the financial reporting and compliance with the Federal Compliance Supplement for federal funds expended by the state. Annually, the SAO selects a sample of universities and performs single audit procedures over Federal Financial Aid (Title IV) funds. TSU was previously selected by the SAO in 2023.

We have also assisted the University in completing a response to the Senate Interim Charge Information Request of Institutions of Higher Education questionnaire. This questionnaire included a series of questions about the University's actions for compliance with the Texas Internal Auditing Act. The questions focused on the internal audit risk assessment, development of the annual audit plan and submission of audit reports and the annual report to the State Auditor's Office.

The Fiscal Year 2027 Internal Audit Plan will be submitted to the Audit & Compliance Committee and the Board for approval, as well as the Annual Internal Audit Report required by the Texas Internal Audit Act, during the September 2026 meeting. The Annual Internal Audit Report is required to be filed with the Governor's Office – Budget and Policy Division, the State Auditor's Office, and the Legislative Budget Board. This report is due by November 1, 2026, and will include the Fiscal Year 2027 Internal Audit Plan.

Daniel Graves, CPA, CCA
Audit Executive

Clyde McNeil, CPA
Interim Chief Internal Auditor

Texas Southern University
Revised Fiscal Year 2026 Internal Audit Plan
As of June 24, 2026

Audit Area	Summary of Scope	Status
FY 2026 Planned Internal Audits		
Procurement Process and Compliance	Internal audit will include an evaluation of the processes and internal controls in place related to the University's Procurement processes and compliance with Texas Education Code (TEC) § 51.9337. Activities to be evaluated will include Purchase Orders, Bidding Process and Award, Interlocal and Cooperative Agreement Purchasing, Contract Negotiation and Approval, Vendor Management - Selection, and Vendor Acceptance and Set-up.	Fieldwork In Progress
Purchasing Cards	Internal audit will include an evaluation of the processes and internal controls in place related to the University's P-Card processes. Activities to be included in the evaluation will include, program administration, new card issuance, expense reporting, approvals and reconciliations.	Fieldwork In Progress
Asset Management	Internal audit will include an evaluation of the processes and internal controls utilized to maintain the University's capital and controlled assets. Activities to be included in the evaluation will include new acquisitions, cataloging, asset tagging/tracking, inventory, dispositions, depreciation and reporting. This audit will not include compliance with federal grant requirements for retirement and disposition of assets purchased with grant funding.	Fieldwork In Progress
Invoice Prompt Payment	Internal audit will include an evaluation of the processes and internal controls to ensure prompt payment of vendor invoices. Activities to be included in the evaluation will include invoice receipt and intake, invoice validation, approval workflow, and payment scheduling and execution.	Fieldwork is Complete Report Draft in Progress Exit Meeting to be Scheduled
Financial Close and Reporting	Internal audit will include an evaluation of the processes and internal controls executed for the University's financial close and reporting processes. Activities to be included in the evaluation will include monthly reconciliations, audit preparation, financial close procedures, and journal entries.	Fieldwork In Progress
Internal Audit Follow-Up of Remediation of Prior Internal Audit Findings	Internal Audit will include follow-up procedures to verify that corrective action has been performed on the outstanding open findings.	Fieldwork In Progress Reconciliation of Outstanding Findings Complete
Key Systems Access Testing	Network access testing of user access rights within key modules of the Banner system and other key University systems. Key systems identified are:	SAO IT Finding Remediation is Complete Report Draft in Progress Key System Testing is in Progress
Fraud, Waste, and Abuse Investigations	Conduct investigations of fraud, waste, and abuse reports as well as monitoring of the Ethics Point hotline system.	Two of Two Reports are Complete
Special Projects	Special projects as requested by University administration.	TBD
FY 2026 Annual Requirements		
Risk Assessment	Internal audit will facilitate a University-wide risk assessment to develop a strategic, multi-year internal audit plan to evaluate and monitor processes for significant financial, operational, and compliance activities of the University.	Risk Assessment is Complete 3-Year Internal Audit Plan Draft in Progress
Annual Internal Audit Report	Prepare and submit required annual reports over internal audit activities.	August 2026

Texas Southern University
Internal Audit Outstanding Findings Reconciliation
As of June 24, 2026

Reconciliation of Open Findings	
Prior Internal Audit Recommendations	151
After Consolidation to Root Cause Finding	135
Findings Identified as Closed in Original Listing	25
Findings Reclassified to Observations	5
Total Open Findings	**105**

Findings by Major Function	
Student and Academic Affairs (8 areas)	33
Finance (8 areas)	47
General Counsel and Compliance (4 areas)	18
Human Resources and Payroll (2 areas)	7
Total	**105**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Athletics

ITEM: Request Approval of Athletics Game Agreement between RCM Entertainment, L.P. dba Lone Star Sports & Entertainment “LSSE” and Texas Southern University

DATE PREVIOUSLY SUBMITTED:

SUMMARY:

The Administration requests approval to negotiate and execute a venue agreement with RCM Entertainment, L.P. d/b/a Lone Star Sports & Entertainment ("LSSE") for the use of NRG Stadium in connection with the Texas Southern University versus Southern University football game to be held on October 24, 2026. Under the agreement, Texas Southern University will pay a venue usage fee of $125,000, estimated stadium expenses of $283,000, and estimated game day expenses of $92,000, for a total estimated event cost of $500,000.

Hosting this premier Southwestern Athletic Conference (SWAC) matchup at NRG Stadium advances the University's strategic objectives by enhancing the visibility of Texas Southern University Athletics, strengthening alumni and community engagement, expanding corporate sponsorship opportunities, and generating revenue to support the University's athletics program. The event is expected to expand attendance, increase sponsorship and revenue opportunities, and strengthen the University's engagement with alumni, supporters, and the greater Houston community. Approval of this agreement is in the best interest of the University and supports the continued financial sustainability and national visibility of Texas Southern University Athletics.

The University awards contracts that provide the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.

The Administration recommends RCM Entertainment, L.P. d/b/a Lone Star Sports & Entertainment (LSSE) for this award as a proprietary purchase in accordance with Texas Education Code § 51.9335. LSSE is the exclusive manager and operator of NRG Stadium and the only entity authorized to execute venue use agreements and provide event management services at the facility. This procurement is proprietary in nature; therefore, a competitive solicitation is not required pursuant to Texas Government Code § 2155.067.

SUPPORTING DOCUMENTATION: Game Agreement
RCM Entertainment, L.P. dba Lone Star Sports & Entertainment
(Under Separate Cover)

FISCAL IMPACT: Cost will not exceed $500,000 | The administration projects a net revenue of $199,000.00. This projection reflects anticipated ticket sales of $450,000.00 and sponsorship revenue of $249,000.00

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 22:26:12 CDT) 07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 22:11:12 CDT) 07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Physical Facilities & Real Estate

ITEM: Request for Approval to Pursue Strategic Real Estate Acquisition For Expansion of Thurgood Marshall School of Law

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to pursue strategic real estate acquisitions to advance the University's mission, support long-term institutional priorities, and position Texas Southern University for continued growth and success. Pursuant to Texas Education Code §106.35, the Board of Regents is authorized to acquire real property that is necessary or convenient for carrying out the purposes of the University.

Consistent with *ASCEND: Texas Southern University's Strategic Plan 2025–2030* and the *ASCEND: University's Campus Master Plan* through 2035, Texas Southern University remains committed to identifying opportunities that enhance the student experience, support academic and research excellence, strengthen operational effectiveness, and create lasting value for the institution and the communities it serves.

Strategic acquisition opportunities may expand the University's physical footprint, improve campus connectivity, support future development initiatives, and preserve the flexibility necessary to address emerging institutional needs. These efforts will help ensure that Texas Southern University remains positioned to achieve the goals of ASCEND, advance student success, and support the University's long-term vision for growth, innovation, and institutional excellence.

SUPPORTING DOCUMENTATION: Facilities Committee Presentation (Under Separate Cover)

FISCAL IMPACT: Under Separate Cover | FOAP: 9104 61200 7345 38627 | BOA0001744
Non-State Appropriated Funds

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 15:02:12 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 16:04:18 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research and Student Life

ITEM: Update on the University's Compliance with SB 37 Concerning General Education Curriculum Review Advisory Committee and Request to appoint two additional members to the General Education Curriculum Review Advisory Committee

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

Under Senate Bill 37 from the 89th Legislative Session, now codified in Texas Education Code § 51.315, the governing board of an institution of higher education is required, at least once every five years, to conduct a comprehensive review of the institution's general education curriculum, including the core curriculum and any other curriculum or competency required of all undergraduate students before receiving an undergraduate degree.
By resolution dated September 22, 2025, the Texas Southern University Board of Regents established the General Education Curriculum Review Advisory Committee and appointed its members to assist the Board in carrying out its statutory duties, including making recommendations to the Board regarding the University's General Education Core Curriculum.

The purpose of this presentation is to review the committee process, timeline, statutory review criteria, and key milestones associated with the comprehensive curriculum review required by SB 37. The presentation will also advise the Board of the Administration's request to appoint two additional members to the committee.
In conducting the review, the Board must ensure that courses in the general education curriculum are foundational and fundamental to a sound postsecondary education; prepare students for civic and professional life; equip students for participation in the workforce and betterment of society; and ensure a breadth of knowledge consistent with applicable accreditation standards. The Board must also consider potential costs to students, including additional tuition, fees, and time to degree completion.

Upon completion of the committee's review, the committee will provide recommendations to the Board prior to the Board's certification and approval of Texas Southern University's General Education Core Curriculum. Not later than January 1 of the year in which a comprehensive review is conducted, the Board must certify compliance with Texas Education Code § 51.315 to the Texas Higher Education Coordinating Board and each standing legislative committee and subcommittee with primary jurisdiction over higher education.

SUPPORTING DOCUMENTATION: General Education Curriculum Review Advisory Committee PowerPoint Presentation BOA0001743

FISCAL IMPACT: No Fiscal Impact

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:15:49 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 21:01:08 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY

Division of Academic Affairs
Carl B. Goodman, PhD

General Education Review
Step-by-Step Plan

Senate Bill 37

General Education Review Process

STEP 01	STEP 02	STEP 03
Board Decides Process	**Board Engages & Reviews**	**Board Certifies GEC**

Presented to the Board of Regents | Texas Southern University | 2026

Part I: General Education Review — Board Process & Committee

Senate Bill 37 | Texas Southern University

BOARD PROCESS (SB 37 Requirements)

1. **Board Decided on Process on 9/22/25**
   - Administration is requesting that two additional individuals be added to the Current Board Core Curriculum Committee:
     - *Dr. Needha Boutte-Queen (To serve as an Administrative Liaison)*
     - *Arbolina Jennings (Current GEC Committee Faculty Member)*
2. **Board Engages**
   - Review during or after committee review
   - BOR reviews committee recommendations
   - BOR acts on recommendations
   - BOR reviews for cost and time to complete the General Education Curriculum
3. **Board Certifies Institutional GEC by December 1, 2026 *(based on current board meeting schedule)***
4. ***Board Must Certify Institutional GEC by Law before January 1, 2027***

COMMITTEE COMPOSITION & ADMINISTRATIVE PROPOSITION

6

Current Advisory Board Core Curriculum Committee

- Paloma Ahmadi
- Daniel West
- Lila Ontiveros Flores
- Mark Weatherspoon
- Derrick Manns
- Rasoul Saneifard

1

GEC Committee Member

One Faculty Member

- Arbolina Jennings

1

Administrative Liaison

Dr. Needha Boutte-Queen

★ **Board of Regents appointed all current six committee members by formal board resolution on 9/22/25**

Part I: Committee Review Criteria & Key Milestones

Senate Bill 37 | Texas Southern University

COMMITTEE REVIEW CRITERIA

Committee meets at least once to review the GEC using:

- Criteria set forth in SB 37
- Course descriptions
- **Six Core Objectives (suggested by committee):**

1. Critical Thinking	2. Communication
3. Empirical / Quantitative Skills	4. Teamwork
5. Social Responsibility	6. Personal Responsibility

Note: Six objectives suggested by committee members — may be reviewed for scope.

KEY MILESTONES & TIMELINE

July

Additional Committee Members Appointed

- BOR appointed 6-member committee members
- Administration Requested Two Additional Members to be added

September

Review Completed & Reconciled

Committee meets to review GEC using SB 37 criteria, course descriptions, and core objectives. Reconciles findings by end of August.

November

Report to BOR (November Meeting)

Committee results and recommendations presented.
BOR reviews for cost, time to complete, and feasibility.

December 1

BOR Certifies with State

Board of Regents submits certification to the State prior to December 1st deadline.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research and Student Life

ITEM: Update on the University's Compliance with House Bill 127 Concerning Research Security Programs

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

House Bill (HB) 127, passed during the 89th Legislative Session (2025) and codified under Texas Education Code 51.957 and the newly established Texas Education Code 51B , mandates that Texas public institutions of higher education establish comprehensive research security programs to safeguard intellectual property and ensure compliance with evolving state and federal security standards.

Dr. Michelle John, in her capacity as the institution's Research Security Officer, will brief the Board on HB 127's requirements and periodic updates on the University's research security compliance activities.

Under the law, the President and Chairman must sign the Higher Education Research and Protection Law Certification of Compliance acknowledgment form prior to the September 1, 2026, deadline set forth by the Texas Higher Education Coordinating Board.

SUPPORTING DOCUMENTATION: House Bill 127 Board Action Plan Presentation | BOA0001742

FISCAL IMPACT: No Fiscal Impact

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 18:42:51 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 20:56:55 CDT)

07/14/2026

PRESIDENT **DATE**

BOARD OF REGENTS BRIEFING

HB 127 Board of Regents Briefing

Texas research security governance, certification, and HERSC

Briefing focus

- What HB 127 requires
- Administration and board duties
- Implementation timeline
- Next steps

Agenda

1. What HB 127 is
2. What the Administration must do
3. What the Board must do
4. Implementation timeline
5. Next steps

What HB 127 is

A 2025 Texas law that protects institutions of higher education from foreign adversaries and makes research security a recurring board-governance obligation.

1 Creates HERSC

A statewide council of research security officers that coordinates standards and best practice

2 Adds Chapter 51B

Rules on travel, software, gifts, partnerships, researcher screening, and student organizations

3 Requires annual certification

Boards must certify compliance before spending state appropriations

4 Increases accountability

Audits, testimony, and lost formula-funding increases for noncompliance

HERSC is the statewide implementation engine

What HERSC does

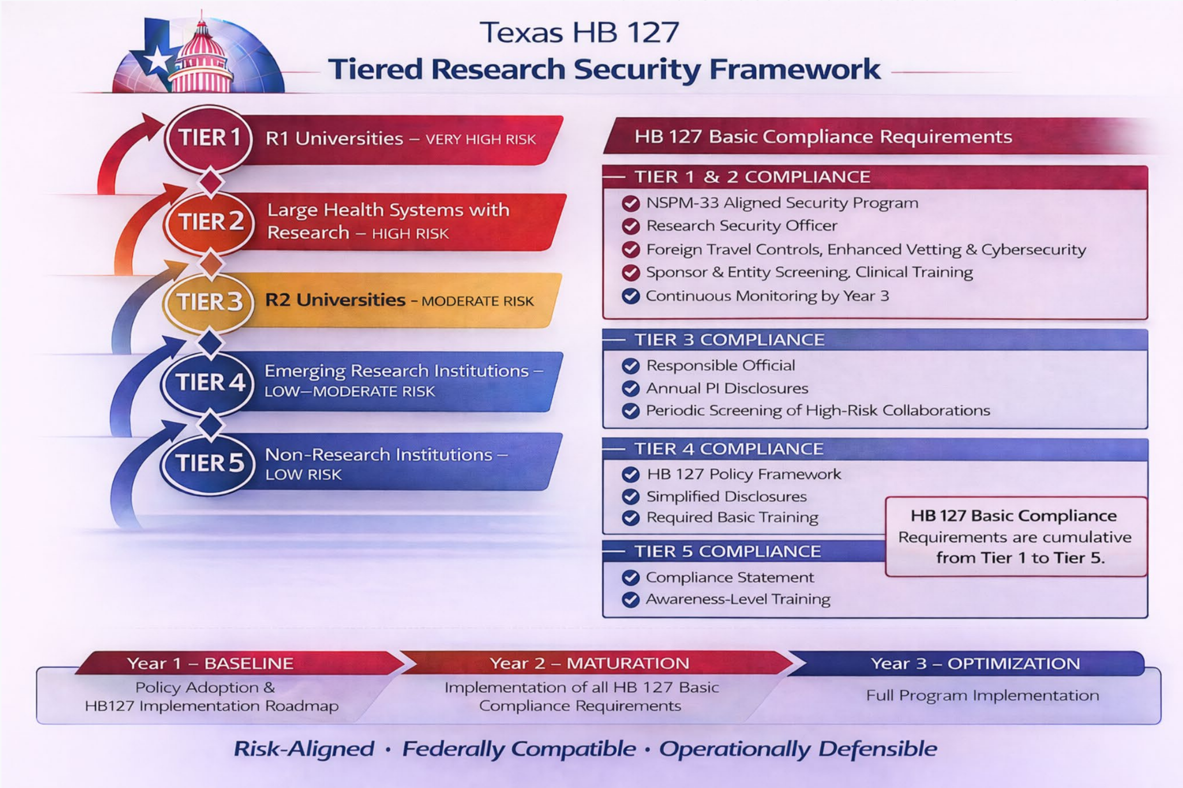
- Sets best practices
- Develops model policies
- Runs training and accreditation
- Manages certification inputs

Structure

Up 18 members
8 voting members
One voting RSO per system
Extra nonvoting medical-school seat allowed
Private R1s may opt in

Tiered Research Security Framework

Risk-tiered compliance, from R1 universities to non-research institutions



Chapter 51B requirements (1 of 2)

Foreign-influence controls on gifts, agreements, partnerships, and student organizations.

1 Gifts from adversaries

No gifts known to come directly or indirectly from a foreign adversary source, unless de minimis or formally vetted

2 Foreign agreements

Report and seek approval for contracts and cultural agreements with foreign entities

3 Academic partnerships

Prohibit partnerships that surrender curriculum or institutional values to a foreign adversary

4 Student organizations

Bar student groups from accepting financial support from foreign adversary sources

Chapter 51B requirements (2 of 2)

Research and cyber safeguards for people, travel, software, and systems.

1 Researcher screening

Background-screen covered foreign nationals before granting access to sensitive research

2 Foreign travel monitoring

Record and review employment-related travel to foreign adversary nations

3 Prohibited software

Remove and block software and developers on the THECB prohibited list

4 Cybersecurity reviews

Conduct the required cybersecurity reviews of research systems and data

What the administration must do

Institutions operationalize HB 127 through their research security offices and compliance controls.

- Establish a research security office and officer
- Screen foreign researchers before sensitive-data access
- Monitor and record employment travel to foreign adversaries
- Honor the THECB prohibited-software list
- Keep student-organization funding free of adversary sources

Prepare for pending standards

- Vet gifts from foreign adversaries
- Review academic partnerships
- Expand foreign-researcher screening

These activate once HERSC and THECB finalize the governing standards and rulemaking.

Administration assembles the auditable evidence the board needs to certify compliance before August 31, 2026.

What the board must do

Govern

Own research security as a standing board-governance responsibility; assign oversight responsibility to a standing board committee

Appoint

Appoint the system's research security officer to HERSC

Certify

Certify compliance before spending state appropriations, then annually

Review

Review audits, quarterly exception reporting, annual foreign travel report, provide testimony, and protect formula-funding eligibility

First certification is due before August 31, 2026, and recurs every year.

Implementation is front-loaded through first certification

Board attention is highest before FY 2027 appropriations can be spent.

Sept. 1, 2025	Oct. 1, 2025	Dec. 2025	Mar. 5, 2026	Late Aug. 2026	FY 2027+
Law effective	HERSC appointments	First HERSC meeting	Software list published	First board certification	Annual cycle repeats

Active now: student-organization controls, research security offices, foreign-travel programs, and prohibited-software compliance.
Deferred until standards: gifts, academic partnerships, and foreign-researcher screening.

TSU Implementation Timeline

TSU board actions from Research Security Officer approval through the first compliance certification.

1

Aug. 25, 2025

Board approved TSU's Research Security Officer and Board Policy 63 governing the Research Security Program

2

July 18, 2026

Board receives a briefing on HB 127 requirements and next steps

3

Aug. 2026 Special Meeting

Board receives and approves annual HB 127 compliance and certification report and supporting package from Administration

Board authorizes Board Chair and President to execute the first certification

4

Sept. 1, 2026

First compliance certification due

Next Steps for Administration

Confirm

Confirm the RSO structure is clear and board-ready across the institution

Verify

Verify active-now controls are operating and documented everywhere

Gather

Assemble auditable evidence to defend the first certification

Prepare

Prepare for HERSC-driven standards on gifts, partnerships, and screening

Target: a funding-safe, audit-ready, and operationally defensible certification.

TEXAS SOUTHERN UNIVERSITY

3100 CLEBURNE AVENUE • HOUSTON, TEXAS 77004

Higher Education Research and Protection Law Certification of Compliance

CHIEF EXECUTIVE OFFICER ACKNOWLEDGEMENT

I certify, under penalty of perjury and the loss of funding to my institution (listed below), that my institution has complied with the requirements in Tex. Educ. Code Chapter 51B currently in effect:

Member Institution/Agency:	Texas Southern University
Chief Executive Officer:	James W. Crawford, III - President

☐ I certify, in accordance with Tex. Educ. Code § 51B.103, this institution does not provide any benefit to a student organization that accepts a gift from a foreign adversary or an agent of a foreign adversary or enters into a contract or agreement with a foreign adversary or agent of a foreign adversary under which the student organization receives financial support.

☐ I certify, in accordance with Tex. Educ. Code § 51B.153(a), this institution has established a research security office.

☐ I certify, in accordance with Tex. Educ. Code § 51B.201, this institution has established an international travel approval and monitoring program which uses a risk-based framework for employment related foreign travel, including health, safety, and security factors. Such program requires preapproval for certain employment related foreign travel to foreign adversary countries.

☐ I certify, in accordance with Tex. Educ. Code § 51B.251, this institution has not, after publication of the list of prohibited software by the Texas Higher Education Coordinating Board on March 5, 2026, entered into or renewed a contract to provide testing, tutoring, or other education software included on that list.

☐ I certify, in accordance with Tex. Educ. Code § 51B.301, this institution is in compliance with the provisions Tex. Educ. Code Chapter 51B currently in effect.

☐ I certify, in accordance with Tex. Educ. Code § 51.301(a), that no state appropriations to this institution for FY27 have been spent prior to submission of this certification report for FY26 to the Governor, Legislature, the Texas Higher Education Coordinating Board, and Higher Education Research Security Council.

☐ I understand the State Auditor's Office will periodically conduct a compliance audit for this institution and if violations of Tex. Educ. Code Chapter 51B are found, this institution must cure the violation within 180 days or become ineligible to receive formula funding increases, institutional enhancements, or exceptional items during the state fiscal biennium immediately following the state fiscal biennium in which the determination is made.

I certify that all information in this submission is true, accurate, and complete.

Failure to return a certification form to the Texas Higher Education Coordinating Board by September 1, 2026, will be considered an act of non-compliance with the law and can subject the above referenced institution to all penalties allowed by law.

Signature of Institution's President/CEO	Date Signed

J. W. Crawford III
Vice Admiral, JAGC, U.S. Navy (Retired)

Signature of Institution's Board Chair	Date Signed

The Honorable
James M. Benham

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Academic Affairs, Research & Student Life

ITEM: Update on the University's Compliance with Senate Bill 37 Concerning Faculty Senate

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

This item provides an update on Texas Southern University's compliance with Senate Bill ("SB") 37, enacted during the 89th Legislative Session (2025). SB 37 added Section 51.3522 to the Texas Education Code, which provides that only the governing board of an institution of higher education may establish a faculty senate and, to do so, the board must adopt a policy governing the senate's general operation, function, and selection of its members.

Under SB 37's effective-date provisions, any faculty senate established before September 1, 2025, was abolished as of that date unless it was established in the manner prescribed by Section 51.3522 or its continuation was ratified by the governing board before September 1, 2025, following a determination by the Board that the senate met the requirements of a policy adopted pursuant to Section 51.3522. Because TSU's Faculty Senate was established prior to September 1, 2025, was not established in the manner prescribed by Section 51.3522 of the Texas Education Code, and the Board, as permitted by the statute, did not exercise its statutory authority to ratify the continuation of the Faculty Senate or to adopt a policy establishing a new Faculty Senate, TSU's Faculty Senate ceased to exist by operation of law effective September 1, 2025. This presentation outlines the actions taken by the Administration since that date to implement and carry out that statutory outcome.

SUPPORTING DOCUMENTATION: Senate Bill 37 Presentation

FISCAL IMPACT: No Fiscal Impact

ACTION REQUESTED: Information

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:16:58 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 20:57:19 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY

Compliance with Texas Senate Bill 37

Faculty Governance Restructuring: Transition from the Faculty Senate to the Faculty Advisory Council (FAC)

SB 37 Effective Date: September 1, 2025

Based on the 89th Texas Legislature

This briefing outlines the legislative requirement, the steps Texas Southern University has taken to come into compliance, and the structure of the body now carrying faculty advisory governance forward.

Prepared for Board of Regents July 2026 Retreat | Office of the Provost

Action Steps Taken Under SB 37 Requirements

The Faculty Senate is no longer an active governance body at Texas Southern University, in accordance with state law.

Legal Basis

- Governing boards hold sole authority to establish, restructure, or dissolve faculty senates.
- Faculty governance bodies are defined strictly as advisory, with no final authority over curriculum, hiring, or policy.
- Officers of any retained body must be appointed by institutional leadership rather than elected.
- Law took effect statewide on September 1, 2025.

Deactivated the Faculty Senate

Texas Southern University formally ended the Faculty Senate's active governance role, consistent with SB 37's requirements.

- ✓ The Faculty Senate Office & Meeting Space has been vacated.
- ✓ The Faculty Senate Email and Phone Number has been deactivated.
- ✓ A letter from the Office of the Provost was issued to all faculty notifying all faculty of the change which went into effect on September 1, 2025.

Establishment of a Faculty Advisory Council (FAC)

- ✓ The governing board may establish a new body to carry forward faculty input within the Senate Bill 37 advisory-only framework.
- ✓ Following Board of Regent's "adoption of policy governing the election of the members", this body will be established by September 10, 2026.

Built Cross-School Representation

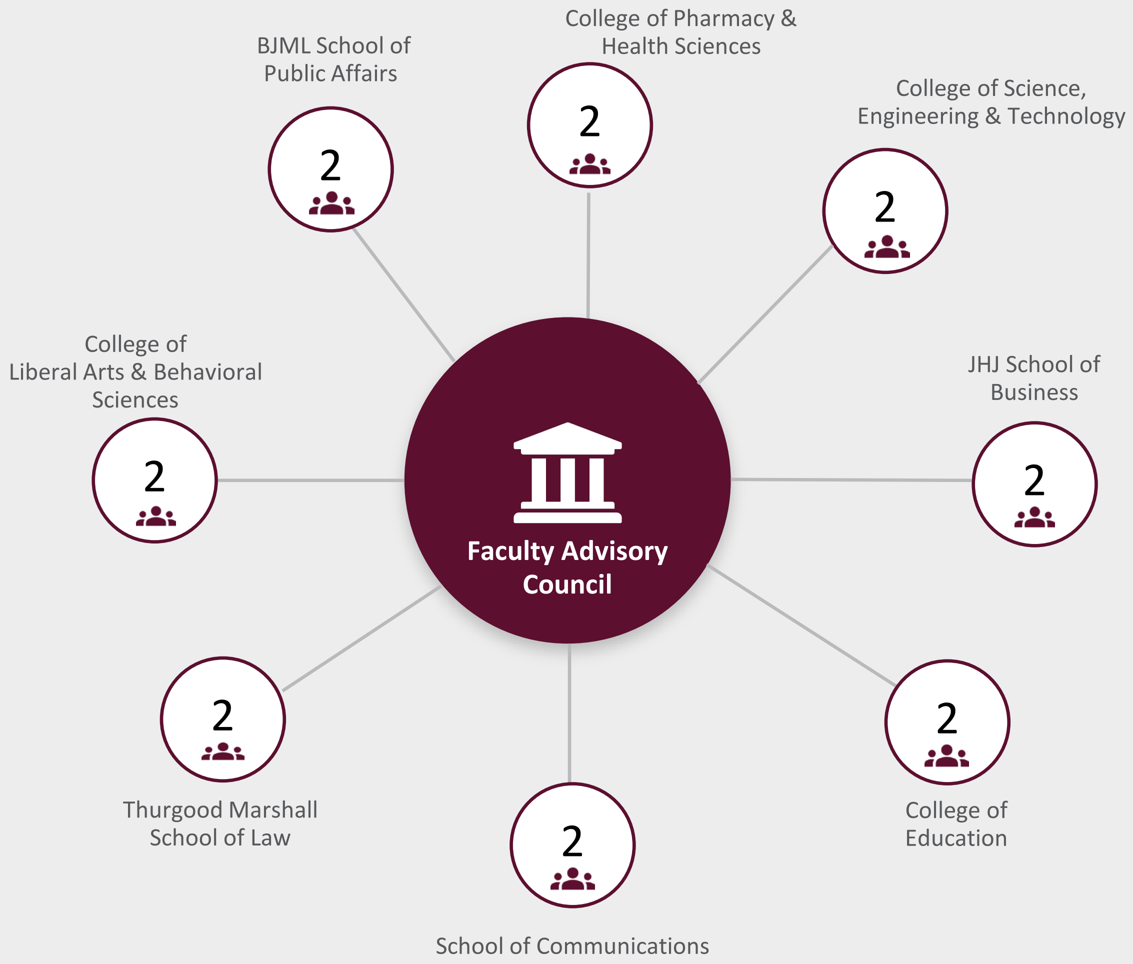
- ✓ Membership will be structured to ensure every school and college has a voice on the Council.
- ✓ One tenured faculty member representative shall "be elected by a vote of the faculty of the member's respective college or school".
- ✓ One tenured faculty representative from each college/school will be appointed by the President.

Aligned Leadership Selection with the Statute

- ✓ The Chair, Vice Chair, and Secretary of the Faculty Advisory Council (FAC) shall be selected from the membership by the President of Texas Southern University, J.W. Crawford III, "with the advice and consent of the governing board".

The Faculty Advisory Council

Cross-school/college representation, with leadership appointed by the President



Leadership Selected by the President

Per SB 37, the President appoints the Council's presiding officers.

Presiding Officer: Council Chair (1)

Presides over Council meetings and represents faculty input to the President.

Associate Presiding Officer: Council Vice Chair (1)

Supports the Chair and assumes duties in the Chair's absence.

Secretary (1)

Maintains official records, minutes, and Council communications.

The Faculty Advisory Council Peer Institution Comparison

University of Houston – Central	PVAMU (Faculty Advisory Council	Texas A&M (Faculty Advisory	Sam Houston State (Faculty Senate)
58 members (including officers) • 41 elected • 17 appointed 1-2 year terms	37 members (including officers) • 28 elected • 9 appointed 1-2 year terms	60 members (including officers) • 43 elected • 17 appointed • 1-2 year terms (½ of elected seats are 1-year, ½ are 2-year) • Cannot serve consecutive terms	29 Members (including officers) • 17 elected • 12 appointed • Terms range from 6-18 months • Presidential appointments are noted as renewable
Four committees • Curriculum • Executive • Faculty Affairs • Research & Scholarship	Minutes reference committee assignments, no committee information found.	No committee information posted	Four standing committees • Academic Affairs • University Affairs • Faculty Affairs • Committee on Committees and Surveys

The Faculty Advisory Council [Pros & Cons]

Pros of Establishing a Faculty Advisory Council	Cons of Establishing a Faculty Advisory Council)
☑ conveys BOR values faculty presence, contributions, and voice ☑ provides formal space for faculty voice (such as Staff Council) ☑ allows BOR to hear directly from faculty body ☑ current law provides structure on composition and advisory capacity	✕ Slows institutional decision-making by adding another layer of review and consultation for academic and administrative matters. ✕ Can become unrepresentative or ineffective if membership does not reflect the broader faculty or if recommendations carry little practical influence.

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval to Negotiate and Execute with Game One/Athletic Supply Inc. for all Spring Sports Equipment & Apparel

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to purchase athletic equipment, apparel, footwear, and related accessories through Game One to support the University's 2026–2027 spring competition season. This investment will ensure the University's intercollegiate athletic programs and the band are equipped with the resources necessary to enhance student-athlete performance, advance competitive excellence, and support the continued delivery of a high-quality collegiate athletics experience consistent with the University's mission and commitment to student success.

The University awards contracts to a respondent whose proposal provides the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code § 2155.074.

The Administration recommends Game One for this award through The Interlocal Purchasing System (TIPS) Contract No. 260203 in accordance with Texas Education Code § 51.9335.

Game One is not a VETHUB vendor. The final contract will be executed upon successful submission of Texas Ethics Commission Form 1295.

SUPPORTING DOCUMENTATION: Confirmations/Quotes attached for All Spring Sports

FISCAL IMPACT: Cost Not to Exceed: $500,000 | BOA0001747
FOAPs: 1000 12200 7334 60 | 1369 1220 7334 60
Non-State State Appropriated Funds

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 14:17:44 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 16:05:07 CDT)

07/14/2026

PRESIDENT **DATE**

The Interlocal Purchasing System

Purchasing Made Personal

Game One

Printed: July 12, 2026

www.game-one.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS	**1107 N Grant**
CITY	**Odessa**
STATE	**TX**
ZIP	**79761**

TIPS CONTACT

NAME	**Charlie Martin**
PHONE	**(866) 839-8477**
FAX	**(866) 839-8472**
EMAIL	**tips@tips-usa.com**

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | PR | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WV | WY

Overview

Athletic supplies, equipment, apparel, related accessories and helmet reconditioning

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
260203	Sports, Activity Equipment, and Related Services	04/30/2029	Yes

CONTACTS BY CONTRACTS

260203

Name	Title	Phone	Email
John Cardinal	Area Vice President of Sales Southwest	(806) 789-4160	john.cardinal@game-one.com
Chris Wilde	Exec VP of Business	(325) 262-1424	chris.wilde@game-one.com

Name	Title	Phone	Email
	Development		
Christine Hupp		(419) 865-8326	accountspayable@game-one.com

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS:

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	7		6013431	011	MEN'S UA UNSTOPPABLE FLEECE FZ- S/1, L/3, XL/2, XXL/1	$ 72.00	$ 504.00
	7		6013427	011	MEN'S UA UNSTOPPABLE FLEECE FZ-S/1, L/3, XL/2, XXL/1	$ 66.00	$ 462.00
	17		6014621	014	MEN'S UA UNSTOPPABLE WOVEN JACKET- XS/2 S/5, M/3, L/4, XL/2, XXL/1	$ 72.00	$ 1,224.00
	17		1390256	014	MEN'S UA UNSTOPPABLE CARGO PANT-XS/2 S/5, M/3, L/4, XL/2, XXL/1	$ 60.00	$ 1,020.00
	17		6020402	625	MEN'S UA PLAYOFF BLADED TOP PIN-XS/2 S/5, M/3, L/4, XL/2, XXL/1	$ 45.00	$ 765.00
	7		6009959	609	MEN'S UA TEAM KNIT WARM-UP FZ- S/1, L/3, XL/2, XXL/1	$ 33.00	$ 231.00
	7		6009960	609	MEN'S UA TEAM KNIT WARM-UP PANT- S/1, L/3, XL/2, XXL/1	$ 33.00	$ 231.00
	17		6020402	609	MEN'S UA PLAYOFF BLADED TOP PIN-XS/2 S/5, M/3, L/4, XL/2, XXL/1	$ 45.00	$ 765.00
	13		6013519	011	WOMEN'S UA UNSTOPPABLE FLEECE HZ- S/2, M/4, L/5, XL/2	$ 66.00	$ 858.00
	13		6013522	011	WOMEN'S UA UNSTOPPABLE FLEECE-- S/2, M/4, L/5, XL/2	$ 66.00	$ 858.00
	13		6009820	609	WOMEN'S UA TEAM KNIT WARM-UP FZ- S/2, M/4, L/5, XL/2	$ 33.00	$ 429.00
	13		6009821	609	WOMEN'S UA TEAM KNIT WARM-UP PANT- S/2, M/4, L/5, XL/2	$ 33.00	$ 429.00
	15		1369224	001	UA UNDENIABLE DUFFLES	$ 36.00	$ 540.00
	15		1384673	025	UA HUSTLE 6.0 TEAM BACKPACK	$ 39.00	$ 585.00
					FREIGHT		$ 619.00
						TOTAL	$ 9,520.00

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **BOWLING**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	12		6024220	609	UA W Command Warm Up FZ- S/3, M/3, L/3, XL/2, XXL/1	$ 51.00	$ 612.00
	12		6024219	609	UA W Command Warm Up Pant-S/3, M/3, L/3, XL/2, XXL/1	$ 51.00	$ 612.00
	12		6018057	609	UA Tech Team-S/3, M/3, L/3, XL/2, XXL/1 Women's Polo	$ 30.00	$ 360.00
	12		6018057	025	UA Tech Team-S/3, M/3, L/3, XL/2, XXL/1 Women's Polo	$ 30.00	$ 360.00
	12		1383284	609	UA Athletics-S/3, M/3, L/3, XL/2, XXL/1 Women's Short Sleeve	$ 13.80	$ 165.60
	12		1383284	011	UA Athletics Women's Short Sleeve-S/3, M/3, L/3, XL/2, XXL/1	$ 13.80	$ 165.60
	6		6024266	011	UA M Command Warm Up 1/4 Zip- 1/L, 3/XL, 2/XXL	$ 45.00	$ 270.00
	6		6024268	609	UA M Command Warm Up Pant-1/L, 3/XL, 2/XXL	$ 51.00	$ 306.00
	6		6024267	609	UA M Command Warm Up FZ-1/L, 3/XL, 2/XXL	$ 51.00	$ 306.00
	12		6024085	609	UA W Command Warm Up 1/4 Zip-S-/3, M/3, L/3, XL/2, XXL/1	$ 45.00	$ 540.00
	12		6014214	001	W Team Icon Fleece Hoodie-S-/3, M/3, L/3, XL/2, XXL/1	$ 36.00	$ 432.00
	6		6014161	001	M Team Icon Fleece Hoodie-1/L, 3/XL, 2/XXL	$ 363.00	$ 2,178.00
	12		6001537	001	UA Icon Fleece-S-/3, M/3, L/3, XL/2, XXL/1 Women's Joggers	$ 36.00	$ 432.00
	6		1373882	001	UA Icon Fleece-1/L, 3/XL, 2/XXL Men's Joggers	$ 36.00	$ 216.00
	12		6013319	025	UA No Weigh Playmaker	$ 58.80	$ 705.60
	12		1369223	012	UA Undeniable 5.0 Medium	$ 30.00	$ 360.00
	8		1370399	609	UA Tech™-3/L, 3/XL, 2/XXL Men's Team Polo	$ 27.00	$ 216.00
	10		3028076	002	UA Dynamic 2-	$ 78.00	$ 780.00
	8		1370399	025	UA Tech™-3/L, 3/XL, 2/XXL Men's Team Polo	$ 27.00	$ 216.00
	8		1383264	609	UA Athletics-3/L, 3/XL, 2/XXL	$ 13.80	$ 110.40
	8		1383264	11	UA Athletics-3/L, 3/XL, 2/XXL	$ 13.80	$ 165.60
						TOTAL	$ 9,508.80

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **GOLF**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	19		6018055	609	UA Drive Team Stripe- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 45.00	$ 855.00
	19		6018055	011	UA Drive Team Stripe- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 45.00	$ 855.00
	19		6018056	001	UA Tech Team- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 30.00	$ 570.00
	19		6018056	025	UA Tech Team-XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 30.00	$ 570.00
	19		6009652	008	UA ArmourDry- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 48.00	$ 912.00
	19		6009652	100	UA ArmourDry- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 48.00	$ 912.00
	13		6014161	012	M Team Icon Fleece Hoodie-M/3, L/5, XL/2, XXL/3	$ 36.00	$ 468.00
	13		1373882	012	UA Icon Fleece-M/3, L/5, XL/2, XXL/3 Men's Joggers	$ 36.00	$ 468.00
	13		6013431	011	UA Unstoppable Fleece- M/3, L/5, XL/2, XXL/3	$ 72.00	$ 936.00
	13		6013427	011	UA Unstoppable Fleece Men's Joggers-M/3, L/5, XL/2, XXL/3	$ 66.00	$ 858.00
	19		6021075	008	UA The Bouncy- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 48.00	$ 912.00
	19		6021075	025	UA The Bouncy- XS/3,S/3, M/4, L/4, XL/3, XXL/2	$ 48.00	$ 912.00
	11		6014214	012	W Team Icon Fleece Hoodie- S/3, M/3, L/2, XL/2, XXL/1	$ 36.00	$ 396.00
	11		6001537	012 (014)	UA Icon Fleece - S/3, M/3, L/2, XL/2, XXL/1 Women's Joggers	$ 30.00	$ 330.00
	11		6013519	011	UA Unstoppable Fleece- S/3, M/3, L/2, XL/2, XXL/1 Women's ½ Zip	$ 66.00	$ 726.00
	11		1379846	011	UA Unstoppable Fleece- S/3, M/3, L/2, XL/2, XXL/1 Women's Joggers	$ 60.00	$ 660.00
	11		1376862	609	™ Team- S/3, M/3, L/2, XL/2, XXL/1 Women's ½ Zip	$ 27.00	$ 297.00
	11		1376862	011	UA Tech™ Team- S/3, M/3, L/2, XL/2, XXL/1 Women's ½ Zip	$ 27.00	$ 297.00
	11		1328495	**011 (014)**	UA Tech™-, M/3, L/4, XL/2, XXL/2 Men's ½ Zip Long Sleeve	$ 27.00	$ 297.00
	16		6010212	001	UA Halo Runner 2- 9/1, 9.5/1, 10/2, 10.5/2, 11/2, 11.5/2, 12/3, 12.5/2, 13/1 Men's Running Shoes	$ 97.50	$ 1,560.00
	16		6010213	001	UA Halo Runner 2 Women's Running Shoes- 5/1, 5.5/1, 6/1, 6.5/1, 7/2, 7.5/2, 8/2, 8.5/2, 9/2, 9.5/2,	$ 97.50	$ 1,560.00
	8		6010212	007	UA Halo Runner 2- Men's Running Shoes -7/2, 12/1, 11.5/1, 7.5/2 10/1 10.5/1	$ 97.50	$ 780.00
	18		6005747	001	UA Hustle 6.0 Team	$ 51.00	$ 918.00
	18		1369224	001	UA Undeniable 5.0 Large	$ 36.00	$ 648.00
	11		6009804	008	UA ArmourDry-S/3, M/3, L/3, XL/1, XXL/1	$ 42.00	$ 462.00
	11		6009804	100	UA ArmourDry-S/3, M/3, L/3, XL/1, XXL/1	$ 42.00	$ 462.00
	12		UJGS3PM		TRAINING SHORT WITH POCKETS-4/M, 4/L, 2/XL, 2/2X- (Web-Reference# D70F17)		$ 46.50
	10		UJGS3PW		TRAINING SHORTS WITH POCKETS *6" inseam-4/S, 4/M, 2/L-(Web-Reference# D70F17)		$ 46.50
	12		UJGJS2M		SHORT SLEEVE TEE- 4/M, 4/L, 2/XL, 2/2X-(Web-Reference# D70F17)		$ 46.50
	10		UJGJS2W,		SHORT SLEEVE TEE- 4/S, 4/M, 2/L-(Web-Reference# D70F17)		$ 46.50
						TOTAL	$ 18,807.00

ATHLETIC SUPPLY, INC.

1107 NORTH GRANT ODESSA, TX 79761

(800) 272-8555 · (432) 332-1568 · FAX (432) 333-4702

Order Number: 1-Jun

SHIP TO:

School Purchase Order #

TEXAS SOUTHERN UNIVERSITY	CST RACK		
3100 CLEBURNE ST		Salesman:	REEVES
HOUSTON, TX 77004			

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDER	ARTICLE	UNIT	EXTENSION
				MENS		$ -
	15			WHITE - Primetime Compression Singlet UJTJC3M	$ 59.40	$ 891.00
	15			BLACK - Primetime Compression Singlet UJTJC3M	$ 59.40	$ 891.00
	15			MAROON - Primetime Compression Singlet UJTJC3M	$ 59.40	$ 891.00
				S/6. M/6. L/6		$ -
						$ -
	25			WHITE - Primetime Fitted Singlet UJTJF4M	$ 52.50	$ 1,312.50
	25			BLACK - Primetime Fitted Singlet UJTJF4M	$ 52.50	$ 1,312.50
	25			MAROON - Primetime Fitted Singlet UJTJF4M	$ 52.50	$ 1,312.50
				S/6. M/6. L/6 X/4. XX/4. XXX/4		$ -
						$ -
	15			WHITE - Showtime 2 Loose SS Jersey UJTJLSM	$ 51.00	$ 765.00
	15			BLACK - Showtime 2 Loose SS Jersey UJTJLSM	$ 51.00	$ 765.00
	15			MAROON - Showtime 2 Loose SS Jersey UJTJLSM	$ 51.00	$ 765.00
				X/6. XX/6. XXX/4		$ -
						$ -
	25			WHITE - AF Split Short UJTSSPM	$ 43.50	$ 1,087.50
	25			BLK - AF Split Short UJTSSPM	$ 43.50	$ 1,087.50
	25			MAR - AF Split Short UJTSSPM	$ 43.50	$ 1,087.50
				S/4 M/4 L/4 X/4. XX/4. XXX/4		$ -
						$ -
	25			GREY - AF Track Compression Short UJTSC1M	$ 59.40	$ 1,485.00
	25			GREY / MAR - AF Track Compression Short UJTSC1M	$ 59.40	$ 1,485.00
				S/4 M/4 L/4 X/4. XX/4. XXX/4		$ -

	25			BLK - AF Track Compression Short UJTSC1M	$ 59.40	$ 1,485.00
				S/10 M/10. L/10 X/4. XX/4. XXX/4		$ -
						$ -
	25			GREY - AF Track Compression Legging UJTLC1M	$ 59.40	$ 1,485.00
	25			GREY / MAR - AF Track Compression Legging UJTLC1M	$ 59.40	$ 1,485.00
	25			BLK - AF Track Compression Legging UJTLC1M	$ 59.40	$ 1,485.00
				S/10 M/10. L/10 X/4. XX/4. XXX/4		$ -
						$ -
				FREIGHT COST		

Shipped By:	Date Shipped:	Shipper:		TOTAL		$ 21,078.00

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **M. TRACK**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	45		6004043	025	MEN'S UA CHALLENGER TRAINING ¼ ZIP- S/8, M/10, L/10, XL/9, XXL/6, **4X/2**	$ 33.00	$ 1,485.00
	45		6004044	025	MEN'S UA CHALLENGER TRAINING PANT- S/8, M/10, L/10, XL/9, XXL/6, **4X/2**	$ 33.00	$ 1,485.00
	45		6014166	012	MEN'S UA TEAM VANISH- S/8, M/10, L/10, XL/9, XXL/6, 4X/2 LONG SLEEVE	$ 30.00	$ 1,350.00
	45		1376842	609	MEN'S UA TEAM TECH SHORT SLEEVE- S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 15.00	$ 675.00
	45		6018251	022	MEN'S UA TECH HELIX SHORT SLEEVE- S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 21.00	$ 945.00
	45		6018259	609	MEN'S UA HELIX TECH SHORT-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 24.00	$ 1,080.00
	45		6018259	011	MEN'S UA HELIX TECH SHORT-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 24.00	$ 1,080.00
	50		UAB450		OSFM Airvent Performance Bonnie	$ 27.00	$ 1,350.00
	50		6013319	001	UA No Weight Playmaker	$ 58.80	$ 2,940.00
	45		6024267	609	UA M'S COMMAND WARM-UPS/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 51.00	$ 2,295.00
	45		6024268	609	UA M'S COMMAND WARM-UP PANTS-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 51.00	$ 2,295.00
	45		6009959	011	UA TEAM KNIT WARM UP FZ-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 33.00	$ 1,485.00
	45		6009960	011	UA TEAM KNIT WARMUP PANTS-S/8, M/10, L/10, XL/9, XXL/6, **4X/2**	$ 33.00	$ 1,485.00
	45		6017596	008	UA ICON FLEECE HOODY-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 39.00	$ 1,755.00
	45		6017587	008	UA ICON FLEECE GYM PANTS-S/8, M/10, L/10, XL/9, XXL/6, 4X/2	$ 39.00	$ 1,755.00
	45		6014715	016	MEN'S UA VELOCITI PACE 2- 8/2, 8.5/ 3, 9/4, 9.5/4, 10/4, 10.5/3, 11/6, 11.5/5, 12/5, 12.5/5, 13/3, 14/1	$ 71.50	$ 3,217.50
	45		6010212	003	UA Halo Runner 2- 8/2, 8.5/ 3, 9/4, 9.5/4, 10/4, 10.5/3, 11/6, 11.5/5, 12/5, **12.5/5**, 13/3, 14/1	$ 97.50	$ 4,387.50
	25		3027975	100	UA SHAKEDOWN ELITE 3.0 LD- 8/1, 8.5/1, 9/1, 9.5/3, 10/2, 10.5/2, 11/3, 11.5/3, 12/4, 12.5/4, 13/1	$ 97.50	$ 2,437.50
	25		6012387	100	UA SHAKEDOWN ELITE 3.5 MD-8/1, 8.5/1, 9/1, 9.5/3, 10/2, 10.5/2, 11/3, 11.5/3, 12/4, 12.5/4, 13/1	$ 97.50	$ 2,437.50
	13		3021862	003	UA CENTRIC GRIP- 7/1, 8/1, 8.5/1, 9/1, 10/1, 10.5/2, 11/2, **11.5/1, 12/1, 12.5/1, 13/1**	$ 58.50	$ 760.50
	13		3022517	003	UA HOVR SILENCER- 7/1, 8/1, 8.5/1, 9/1, 10/1, **10.5/2, 11/2, 11.5/1, 12/1,** 12.5/1, **13/1**	$ 71.50	$ 929.50
	13		3022518	100	UA SKYLINE HJ- 7/1, 8/1, 8.5/1, 9/1, 10/1, **10.5/2, 11/2, 11.5/1, 12/1, 12.5/1, 13/1**	$ 71.50	$ 929.50
	13		3021863	100	UA HOVR SKYLINE LJ- 7/1, 8/1, 8.5/1, 9/1, 10/1, 10.5/2, 11/2, 11.5/1, 12/1, 12.5/1, 13/1	$ 65.00	$ 845.00
	13		3021864	101	UA SKYLINE TJ/PV- 7/1, 8/1, 8.5/1, 9/1, 10/1, **10.5/2, 11/2, 11.5/1, 12/1, 12.5/1, 13/1**	$ 65.00	$ 845.00
	6		6020402	609	MEN'S UA PLAYOFF BLADED TOP PIN- S/1, M/1, L/1, XL/1, XXL/1, 4X/1	$ 45.00	$ 270.00
	6		6020402	001	MEN'S UA PLAYOFF BLADED TOP PIN- S/1, M/1, L/1, XL/1, XXL/1, 4X/1	$ 45.00	$ 270.00
	6		6020402	100	MEN'S UA PLAYOFF BLADED TOP PIN- S/1, M/1, L/1, XL/1, XXL/1, 4X/1	$ 45.00	$ 270.00
	6		1389612	001	MENS UA MOTIVATE 3.0 SS-S/1, M/1, L/1, XL/1, XXL/1, 4X/1	$ 36.00	$ 216.00
	50		1369225	BLK	UNDENIABLE DUFFLE 5.0	$ 42.00	$ 2,100.00
	45		1382622	609	MEN'S UA LAUNCH 7" UNLINED SHORT- S/8, M/10, L/10, XL/9, XXL/6, **4X/2**	$ 22.80	$ 1,026.00
	45		1382622	011	MEN'S UA LAUNCH 7" UNLINED SHORT- S/8, M/10, L/10, XL/9, XXL/6, **4X/2**	$ 22.80	$ 1,026.00
							$ -
					TOTAL		**$ 45,427.50**

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **ADMIN**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	30		6020402	609	UA Playoff Bladed- S/5, M/5, L/5, XL/5, XXL/4, XXXL/3, 4X/3	$ 45.00	$ 1,350.00
	30		6009652	025	UA ArmourDry- S/5, M/5, L/5, XL/5, XXL/4, XXXL/3, 4X/3	$ 48.00	$ 1,440.00
	30		1389853	001	UA Playoff Bladed- S/5, M/5, L/5, XL/5, XXL/4, XXXL/3, 4X/3	$ 42.00	$ 1,260.00
	18		1371587	025	UA Storm ColdGear® Infrared Shield 2.0 - S/2, M/3, L/3, XL/3, XXL/3, 3X/2, 4X/2	$ 78.00	$ 1,404.00
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
						TOTAL	$ 5,454.00

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **VOLLEYBALL**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	4		6014160	609	M Team Icon Fleece Crew-(1 sm/1 med/ 1 Lg/1XL)	$ 33.00	$ 132.00
	30		1376842	1	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 15.00	$ 450.00
	30		1376842	25	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 15.00	$ 450.00
	30		1376842	609	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 15.00	$ 450.00
	30		1376843	609	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 18.00	$ 540.00
	30		1376843	100	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 18.00	$ 540.00
	30		1376843	1	UA Tech™(14 Sm/8 Med/5 Lg/3 XL)	$ 18.00	$ 540.00
	4		1389611	11	UA Motivate 3.0(1 sm/1 med/ 1 Lg/1XL)	$ 42.00	$ 168.00
	4		1371586	1	MEN'S UA SHIELD JACKET(1 sm/1 med/ 1 Lg/1XL)	$ 66.00	$ 264.00
	4		1371586	25	MEN'S UA SHIELD JACKET(1 sm/1 med/ 1 Lg/1XL)	$ 66.00	$ 264.00
	4		6013235	600	MEN'S UA M MOTIVATE SLEEVELESS HOODIE (1 sm/1 med/ 1 Lg/1XL)	$ 48.00	$ 192.00
	4		1376904	25	MEN'S UA TEAM TIPPED POLO (1 sm/1 med/ 1 Lg/1XL)	$ 33.00	$ 132.00
							$ -
							$ -
						TOTAL	$ 4,122.00

ATHLETIC SUPPLY, INC.
1107 NORTH GRANT ODESSA, TX 79761
(800) 272-8555 · (432) 332-1568 · FAX (432) 333-4702

Order Number: 1-Jun

SHIP TO:

School Purchase Order #

TEXAS SOUTHERN UNIVERSITY	CST RACK		
3100 CLEBURNE ST		Salesman:	REEVES
HOUSTON, TX 77004			

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDER	ARTICLE	UNIT	EXTENSION
				WOMENS		$ -
	25			WHITE - Primetime Compression Singlet UJTJC3W	$ 52.50	$ 1,312.50
	25			BLACK - Primetime Compression Singlet UJTJC3W	$ 52.50	$ 1,312.50
	25			MAROON - Primetime Compression Singlet UJTJC3W	$ 52.50	$ 1,312.50
						$ -
						$ -
	13			WHITE - Primetime Fitted Singlet UJTSC1W	$ 57.60	$ 748.80
	13			BLACK - Primetime Fitted Singlet UJTSC1W	$ 57.60	$ 748.80
	13			MAROON - Primetime Fitted Singlet UJTSC1W	$ 57.60	$ 748.80
						$ -
						$ -
	14			WHITE - Showtime 2 Loose SS Jersey UJTJLSW	$ 51.00	$ 714.00
	14			BLACK - Showtime 2 Loose SS Jersey UJTJLSW	$ 51.00	$ 714.00
	14			MAROON - Showtime 2 Loose SS Jersey UJTJLSW	$ 51.00	$ 714.00
						$ -
						$ -
	25			GREY - Mid Rise Track Brief UJTS72W	$ 32.00	$ 800.00
	25			GREY / MAROON - Mid Rise Track Brief UJTS72W	$ 32.00	$ 800.00
	25			BLACK - Mid Rise Track Brief UJTS72W	$ 32.00	$ 800.00
						$ -
						$ -
	25			GREY AF Track Compression Short UJSC1E	$ 49.80	$ 1,245.00
	25			GREY / MAROON AF Track Compression Short UJSC1E	$ 49.80	$ 1,245.00
	25			BLACK AF Track Compression Short UJSC1E	$ 49.80	$ 1,245.00

						$ -
	25			GREY - AF Track Compression Legging UJTLC1W	$ 59.40	$ 1,485.00
	25			GREY / MAR - AF Track Compression Legging UJTLC1W	$ 59.40	$ 1,485.00
	25			BLK - AF Track Compression Legging UJTLC1W	$ 59.40	$ 1,485.00
						$ -
				FREIGHT COST		
Shipped By:		Date Shipped:		Shipper: TOTAL		$ 18,915.90

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **W. TRACK**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	42		1376842	609	WOMEN'S UA TEAM TECH SHORT SLEEVE- S/8, M/12, L/12, XL/5, XXL/3, 3X/2	$ 15.00	$ 630.00
	42		1376842	011	WOMEN'S UA TEAM TECH SHORT SLEEVE- S/8, M/12, L/12, XL/5, XXL/3, 3X/2	$ 15.00	$ 630.00
	30		6014457	100	WOMEN'S UA TEAM VANISH- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2 LONG SLEEVE	$ 30.00	$ 900.00
	30		1382968	001	WOMEN'S UA FLY BY UNLINED SHORT- S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 19.80	$ 594.00
	30		1382968	609	WOMEN'S UA FLY BY UNLINED SHORT- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 19.80	$ 594.00
	30		1390040	001	WOMEN'S UA TEAM TECH 5" SHORT- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 21.00	$ 630.00
	30		1390040	011	WOMEN'S UA TEAM TECH 5" SHORT- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 21.00	$ 630.00
	30		6024220	609	WOMEN'S UA COMMAND- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2 WARM-UP FZ	$ 51.00	$ 1,530.00
	30		6024219	609	WOMEN'S UA COMMAND- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2 WARM-UP PANT	$ 51.00	$ 1,530.00
	30		6009820	011	WOMEN'S UA TEAM KNIT WARM-UP FZ-- S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 33.00	$ 990.00
	30		6009821	011	WOMEN'S UA TEAM KNIT WARM-UP PANT- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 33.00	$ 990.00
	30		6013546	008	WOMEN'S UA TEAM ICON FLEECE GYM PANTS- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 39.00	$ 1,170.00
	30		6021282	008	WOMEN'S UA TEAM ICON FLEECE HOODIE- - S/4, M/8, L/8, XL/5, XXL/3, 3X/2	$ 39.00	$ 1,170.00
	30		6014716	103	4.5/2, 6/4, 6.5/4, 7.5/4, 8/4, 8.5/5, 9/4, 9.5/5, 10/4, 10.5/3, 11/3	$ 71.50	$ 2,145.00
	30		6010213	003	HALO RUNNER2-4.5/2, 6/4, 6.5/4, 7.5/4, 8/4, 8.5/5, 9/4, 9.5/5, 10/4, 10.5/3, 11/3	$ 97.50	$ 2,925.00
	30		6004073	001	WOMEN'S UA CHALLENGER-S/8, M/12, L/12, XL/5, XXL/3, 3X/2 TRAINING PANT	$ 33.00	$ 990.00
	30		6004043	001	MEN'S UA CHALLENGER TRAINING ¼ ZIP- S/16, M/15, L/6, XL/4	$ 33.00	$ 990.00
	10		3027975	100	UA SHAKEDOWN ELITE 3.0 LD- 6/2, 6.5/2 ,7/2, 7.5/2, 8/2	$ 97.50	$ 975.00
	10		6012387	100	UA SHAKEDOWN ELITE 3.5 MD-6/2, 6.5/2 ,7/2, 7.5/2, 8/2	$ 97.50	$ 975.00
	10		3021862	003	UA CENTRIC GRIP- 7/2, 8/2, 8.5/2, 9/2, 9.5/2	$ 58.50	$ 585.00
	10		3022517	003	UA HOVR SILENCER-7/2, 8/2, 8.5/2, 9/2, 9.5/2	$ 71.50	$ 715.00
	10		3022518	100	UA SKYLINE HJ-7/2, 8/2, 8.5/2, 9/2, 9.5/2	$ 71.50	$ 715.00
	10		3021863	102	UA HOVR SKYLINE LJ-7/2, 8/2, 8.5/2, 9/2, 9.5/2	$ 65.00	$ 650.00
	10		3021864	101	UA SKYLINE TJ/PV-7/2, 8/2, 8.5/2, 9/2, 9.5/2	$ 64.00	$ 640.00
	6		6013220	007	WOMEN'S UA PLAYOFF BLADED TOP PIN-S/2, M/2, L/2	$ 45.00	$ 270.00
	6		6018057	609	WOMEN'S UA TEAM TECH POLO-S/2, M/2, L/2	$ 30.00	$ 180.00
	6		6018057	100	WOMEN'S UA TEAM TECH POLO-S/2, M/2, L/2	$ 30.00	$ 180.00
	30		6013319	001	NO WEIGHT PLAYMAKER	$ 58.80	$ 1,764.00
	30		1369225	BLK	UNDENIABLE XL	$ 42.00	$ 1,260.00
						TOTAL	$ 27,947.00

ATHLETIC SUPPLY, INC.

1107 NORTH GRANT ODESSA, TX 79761

(800) 272-8555 · (432) 332-1568 · FAX (432) 333-4702

Order Number: 30-May

SHIP TO:

School Purchase Order #

TEXAS SOUTHERN UNIVERSITY	5-30 QUOTE		
3100 CLEBURNE ST		Salesman:	REEVES
HOUSTON, TX 77004			

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDER	ARTICLE	UNIT	EXTENSION
	52			**MENS TEAM POLO - 1370399- 609**	**$ 27.00**	$ 1,404.00
	52			**ATHLETIC SS TEE. - 1383264-100**	**$ 13.80**	$ 717.60
	52			**ATHLETIC SS TEE. - 1383264-609**	**$ 13.80**	$ 717.60
						$ -
			9			$ -
			1			$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				FREIGHT COST		$ 170.00
Shipped By:		Date Shipped:		Shipper: **TOTAL**		$ 3,009.20

Date: May 27, 2026

Athletic Supply
1107 NORTH GRANT
ODESSA, TX 79761
(800) 272-8555

SPORTS: SOFTBALL

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	25	EA	1252084	001/BLK/BLK	UA M's Baseball Belt	$ 7.80	$ 195.00
	25	EA	1252084	609/MAR/MAR	UA M's Baseball Belt	$ 7.80	$ 195.00
	25	EA	1252084	100 WHT	UA M's Baseball Belt	$ 7.80	$ 195.00
	27	EA	1386253	609/MAR/BLK/WHT	UA Team Over-the-Calf Unisex SZ: (MD) 7 (LG) 20	$ 8.40	$ 226.80
	27	EA	1386253	001/BLK/GPH/WHT	UA Team Over-the-Calf Unisex SZ: (MD) 7 (LG) 20	$ 8.40	$ 226.80
	27	EA	1386253	100 WHT/PITCH/BLK	UA Team Over-the-Calf Unisex SZ: (MD) 7 (LG) 20	$ 8.40	$ 226.80
	50	EA	1376852	001 BLK/WHT	UA Womens UA Team Tech **Longsleeve** - Sz: (S) 12 (M) 13 (L) 12 (XL) 2	$ 26.00	$ 1,300.00
					Design: TSU Logo; Center chest 5 in		$ -
					"Softball" Script lettering with no tail		$ -
	20	EA	UJSPSKW	Baseball Gray	Softball Knicker Pant Web-Reference # 014D30 - Sizes: (XS) 5, s/5, m/5, L/5	$ 73.20	$ 1,464.00
	50	EA	6010164	609 MAR/WHT	Mens UA Armour fleece pro hoodie	$ 45.00	$ 2,250.00
					Sz: (S) 15 (M) 15 (L) 15 (XL) 4 (XXL) 1		
	50	EA	6010165	011 MOD/WHT	Men's UA Armour Fleece Pro Pant	$ 45.00	$ 2,250.00
					Sz: (S) 15 (M) 15 (L) 15 (XL) 4 (XXL) 1		
	30	EA	1386966	001 BLK/WHT	Womens UA Utility Pro Pant	$ 27.00	$ 810.00
					Sizes: (XS) 5(S) 6 (M) 7 (L) 6 (XL) 6		
	30	EA	1386966	025 CSR/BLK	Womens UA Utility Pro Pant	$ 27.00	$ 810.00
					Sizes: (XS) 7 (S) 7 (M) 7 (L) 6 (XL) 3		
	30	EA	1386966	100 WHT/BLK	Womens UA Utility Pro Pant	$ 27.00	$ 810.00
					Sizes: (XS) 5 (S) 7 (M) 8 (L) 7 (XL) 3		
	10	EA	UJSPSKW	WHITE	AF Diamond V-Neck Jersey-Web-Reference# 4CB07D- 2/MD, 1/L,	$ 61.20	$ 612.00

751078911
Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **BASEBALL**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	50		1376842	012	MEN'S UA TEAM TECH SHORT SLEEVE- S/5, M/10, L/20, XL/10, XXL/5	$ 15.00	$ 750.00
	50		1376842	001	MEN'S UA TEAM TECH SHORT SLEEVE- S/5, M/10, L/20, XL/10, XXL/5	$ 15.00	$ 750.00
	50		1376842	609	MEN'S UA TEAM TECH SHORT SLEEVE - S/5, M/10, L/20, XL/10, XXL/5	$ 15.00	$ 750.00
	50		1376843	001	MEN'S UA TEAM TECH LONG SLEEVE- S/5, M/10, L/20, XL/10, XXL/5	$ 18.00	$ 900.00
	50		1376843	011	MEN'S UA TEAM TECH LONG SLEEVE- S/5, M/10, L/20, XL/10, XXL/5	$ 18.00	$ 900.00
	50		1376843	609	MEN'S UA TEAM TECH LONG SLEEVE - S/5, M/10, L/20, XL/10, XXL/5	$ 18.00	$ 900.00
	50		6018259	609	**MEN'S UA HELIX TECH SHORT- S/5, M/10, L/20, XL/10, XXL/5**	$ 24.00	$ 1,200.00
	50		6018259	011	**MEN'S UA HELIX TECH SHORT- S/5, M/10, L/20, XL/10, XXL/5**	$ 24.00	$ 1,200.00
	50		6018259	009	**MEN'S UA HELIX TECH SHORT- S/5, M/10, L/20, XL/10, XXL/5**	$ 24.00	$ 1,200.00
	50		6014621	001	MEN'S UA UNSTOPPABLE WOVEN JACKET-S/5, M/10, L/13, LGT/5, XL/4, XLT/2, XXL/4, XXLT/2	$ 66.00	$ 3,300.00
	50		1390256	001	MEN'S UA UNSTOPPABLE CARGO PANT-S/5, M/10, L/13, LGT/5, XL/4, XLT/2, XXL/4, XXLT/2	$ 30.00	$ 1,500.00
	20		1252084	609	MEN'S UA BASEBALL BELT	$ 7.80	$ 156.00
	20		1252084	001	MEN'S UA BASEBALL BELT	$ 7.80	$ 156.00
	20		1252084	019	MEN'S UA BASEBALL BELT	$ 7.80	$ 156.00
	7		6009955	075	MEN'S UA HARPER 11 PRO TURF-9/1, 9.5/1, 10/1, 11/1, 11.5/1, 12/1, 12.5/1	$ 78.00	$ 546.00
	10		6012334	076	MEN'S UA HARPER 11 PRO TPU LOW-9/1, 9.5/1, 10/1, 10.5/1, 11/1, 11.5/1, 12/1, 12.5/1, 13/1, 14/1	$ 78.00	$ 780.00
	10		6010141	001	MEN'S UA YARD ICON MT-9/1, 9.5/1, 10/1, 10.5/1, 11/1, 11.5/1, 12/1, 12.5/1, 13/1, 14/1	$ 60.00	$ 600.00
	20		1386253	609	UA TEAM OVER-THE-CALF UNISEX- 30/M, 30/L	$ 8.40	$ 168.00
	20		1386253	040	UA TEAM OVER-THE-CALF UNISEX- 30/M, 30/L	$ 8.40	$ 168.00
	20		1386253	001	UA TEAM OVER-THE-CALF UNISEX- 30/M, 30/L	$ 8.40	$ 168.00
	20		1386253	100	UA TEAM OVER-THE-CALF UNISEX- 30/M, 30/L	$ 8.40	$ 168.00
	6		UA1040104	BLK	UA YARD ELITE 2-PIECE- M01LXL/6, M01SM/6 BATTER'S ELBOW GUARD	$ 51.00	$ 306.00
	6		UA1040104	BG	UA YARD ELITE 2-PIECE- M06SM/6, M06LXL BATTER'S ELBOW GUARD	$ 51.00	$ 306.00
	6		UA1040104	WHT	UA YARD ELITE 2-PIECE -M02SM /6, M02LXL BATTER'S ELBOW GUARD	$ 51.00	$ 306.00
	45		6014213	025	UA IGNITE 9 ADJUST - **5/2, 6/2, 7/2,9/8, 10/8, , 11/12, 12/12, 13/8, 146**	$ 26.00	$ 1,170.00
	45		6018055	011	**MEN'S UA DRIVE TEAM STRIPE- SM/3, MED/8, LRG/ 20, XL/10, XXL/4**,	$ 45.00	$ 2,025.00
	5		208461D5199Z0		UA FLIPPED PRO	$ 120.00	$ 600.00
	5		208461YO699B3		UA FLIPPED PRO	$ 120.00	$ 600.00
	5		20851812499T4		UA GRID PRO/G	$ 78.75	$ 393.75
	5		208518JQO9934		UA GRID PRO/G	$ 78.75	$ 393.75
	15		UJBPSRM	VA/MA	WEB REFRENCE B8C4E9- BASEBALL DIAMOND SELECT RELAXED PANT- MED/ 3, LRG/ 10, XL/2	$ 90.00	$ 1,350.00
	15		UJBPSRM	MAR/GRY	WEB REFRENCE B8C4E9- BASEBALL DIAMOND SELECT RELAXED PANT-MED/ 3, LRG/ 10, XL/2	$ 90.00	$ 1,350.00
	8		UJBJG1M	VA/MA	WEB REFRENCE B8C4E9-AF GAMETIME FULL BUTTON JERSEY	$ 103.20	$ 825.60
	8		UJBJX2M	MAR/GRY	WEB REFRENCE B8C4E9- AF SHOWTIME FAUX PLACKET JERSEY	$ 103.20	$ 825.60
	15		UJGTSSM	MAR	SHORT SLEEVE LW SHOOTER HOODY (WEB REFRENCE-7734FE)	$ 70.50	$ 1,057.50
	45		UJGTSSM	GRY	SHORT SLEEVE LW SHOOTER HOODY (WEB REFRENCE-7734FE)	$ 70.50	$ 3,172.50
	45		UJGTSSM	BLK	SHORT SLEEVE LW SHOOTER HOODY (WEB REFRENCE-7734FE)	$ 70.50	$ 3,172.50
	60		UA654FBPS	MAR	Resistor Performance (Design ID: 43174863) Perforated	$ 22.00	$ 1,320.00

	60		UA654FBPS	GRA	Resistor Performance (Design ID: 43174883) Perforated	$ 22.00	$ 1,320.00
	60		UA654	BLK	Resistor Performance(Design ID: 43174906) Perforated	$ 22.00	$ 1,320.00
	45		UJBTZ1M	MA/GY	(WEB REFRENCE- DB8CA4) CAGE JACKET	$ 74.10	$ 3,334.50
	45		UB024JM	WHT	Yard Jersey -MOCKUP # white 263458-02	$ 108.60	$ 4,887.00
	45		UB029JM/S	BLK	MOCKUP # 264818-07	$ 112.20	$ 5,049.00
	45		UB024JM	GRAP	MOCKUP # 244098-06	$ 108.60	$ 4,887.00
	45		UB025PM	WHITE	Yard Relaxed Pant-MOCKUP # 263458-02	$ 90.60	$ 4,077.00
	45		UB025PM	GRAP	Yard Relaxed Pant # MOCK UP 244098-06	$ 90.60	$ 4,077.00
	45		UB024JM	BG	Yard Jersey- MOCKUP # 24531301	$ 108.60	$ 4,887.00
	45		UB025PM	BG	Yard Relaxed Pant-MOCKUP # 24531301	$ 90.60	$ 4,077.00
	45		6013431	025	UA Unstoppable Fleece- -S/5, M/10, L/13, LGT/5, XL/4, XLT/2, XXL/4, XXLT/2	$ 72.00	$ 3,240.00
	45		6013427	025	UA Unstoppable Fleece--S/5, M/10, L/13, LGT/5, XL/4, XLT/2, XXL/4, XXLT/2	$ 66.00	$ 2,970.00
							$ -
						TOTAL	$ 79,715.70

ATHLETIC SUPPLY, INC.

1107 NORTH GRANT ODESSA, TX 79761

(800) 272-8555 · (432) 332-1568 · FAX (432) 333-4702

Order Number: 27-May

SHIP TO:

School Purchase Order #

TEXAS SOUTHERN UNIVERSITY	FILL IN JERSEYS		
3100 CLEBURNE ST		Salesman:	REEVES
HOUSTON, TX 77004			

STATUS	QUANTITY ORDERED	QUANTITY SHIPPED	BACK ORDER	ARTICLE	UNIT	EXTENSION
	10			**MAROON - AG2 Dig Jersey / Animal Logo**	**$ 215.25**	$ 2,152.50
	10			**WHITE - ARMR 037 Jersey / Print**	**$ 215.25**	$ 2,152.50
	10			**BLACK - AG2 Classic Jersey / Stripe**	**$ 215.25**	$ 2,152.50
						$ -
			9	**M # - 10 / 11 / 12 / 13 / 14 / 15 / 16 / 17 / 19**		$ -
			1	**L 3 - 18**		$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				FREIGHT COST		$ 387.00
Shipped By:		Date Shipped:		Shipper: **TOTAL**		$ 6,844.50

751078911
Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **M. BASKETBALL**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	49		1376843	001	UA TechMen's Team Long Sleeve- 3/SM, 10/M, 15/L, 10/XL, 8/2X, 3/3X	$ 18.00	$ 882.00
	49		1376843	011	UA TechMen's Team Long Sleeve- 3/SM, 10/M, 15/L, 10/XL, 8/2X, 3/3X	$ 18.00	$ 882.00
	49		1376843	100	UA TechMen's Team Long Sleeve- 3/SM, 10/M, 15/L, 10/XL, 8/2X, 3/3X	$ 18.00	$ 882.00
	49		1376843	609	UA TechMen's Team Long Sleeve 3/SM, 10/M, 15/L, 10/XL, 8/2X, 3/3X	$ 18.00	$ 882.00
	16		1376844	001	UA Tech™ Team Men's ¼ Zip 3/SM, 3/M, 3/L, 3/XL, 2/2X, 2/3X	$ 27.00	$ 432.00
	16		1376844	012	UA Tech™ Team Men's ¼ Zip 3/SM, 3/M, 3/L, 3/XL, 2/2X, 2/3X	$ 27.00	$ 432.00
	16		1376844	025	UA Tech™ Team Men's ¼ Zip 3/SM, 3/M, 3/L, 3/XL, 2/2X, 2/3X	$ 27.00	$ 432.00
	48		6014621	014	UA Unstoppable Woven -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 66.00	$ 3,168.00
	48		6014621	001	UA Unstoppable Woven--3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 66.00	$ 3,168.00
	16		1389611	001	UA Motivate 3.0 -3/SM, 3/M, 3/L, 3/XL, 3/2X, 1/3X	$ 42.00	$ 672.00
	16		1389611	011	UA Motivate 3.0 - -3/SM, 3/M, 3/L, 3/XL, 3/2X, 1/3X	$ 42.00	$ 672.00
	48		6014164	012	M Team Vanish Hoodie 3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		6014164	001	M Team Vanish Hoodie 3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		1376842	001	UA Tech Men's Team Short Sleeve3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 15.00	$ 720.00
	48		1376842	100	UA Tech Men's Team Short Sleeve-3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 15.00	$ 720.00
	48		1376842	609	UA Tech Men's Team Short Sleeve-3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 15.00	$ 720.00
	48		1376842	012	UA Tech Men's Team Short Sleeve- 3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 15.00	$ 720.00
	30		1361518	609	HeatGear®Men's Compression Short Sleeve- MED/10, LRG/10, XL/10	$ 18.00	$ 540.00
	30		1361518	001	HeatGear®Men's Compression Short Sleeve- MED/10, LRG/10, XL/10	$ 18.00	$ 540.00
	30		1361518	011	HeatGear®Men's Compression Short Sleeve- MED/10, LRG/10, XL/10	$ 18.00	$ 540.00
	30		1361518	100	HeatGear®Men's Compression Short Sleeve- MED/10, LRG/10, XL/10	$ 18.00	$ 540.00
	42		1383264	609	UA Athletics Men's Short Sleeve-3/SM, 6/M, L/8, LGT/5, XL/8, XLT/5, 2X/3, 2XLT/3, 3X/1	$ 12.00	$ 504.00
	42		1383264	011	UA Athletics Men's Short Sleeve- 3/SM, 6/M, L/8, LGT/5, XL/8, XLT/5, 2X/3, 2XLT/3, 3X/1	$ 12.00	$ 504.00
	42		1383264	100	UA Athletics Men's Short Sleeve- 3/SM, 6/M, L/8, LGT/5, XL/8, XLT/5, 2X/3, 2XLT/3, 3X/1	$ 12.00	$ 504.00
	26		1383255	100	UA Tee To Green Men's Polo- SM/3, MED/4, LRG/6, XL/6, XXL/4, 3X/2	$ 33.00	$ 858.00
	26		6020402	609	UA Playoff Bladed- SM/4, MED/4, LRG/6, XL/6, XXL/4, 3X/2	$ 42.00	$ 1,092.00
	26		1378676	011	UA Playoff 3.0 Stripe- SM/4, MED/4, LRG/6, XL/6, XXL/4, 3X/2	$ 42.00	$ 1,092.00
	22		1389612	011	UA Motivate 3.0 Men's Short Sleeve- SM/4, MED/4, LRG/4, XL/4, 2X/4, 3X/2	$ 36.00	$ 792.00
	22		1389612	609	UA Motivate 3.0 Men's Short Sleeve- SM/4, MED/4, LRG/4,LGT/1, XLT/4, XXLT/4, 3XLT/1	$ 36.00	$ 792.00
	22		1389612	001	UA Motivate 3.0 Men's Short Sleeve- SM/4, MED/4, LRG/4, XL/4, 2X/4, 3X/2	$ 36.00	$ 792.00
	26		6009477	001	UA Drive Team Dual Stripe- SM/4, MED/4, LRG/6, XL/6, XXL/4, 3X/2	$ 45.00	$ 1,170.00
	48		6014161	011	M Team Icon Fleece Hoodie- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		6014161	609	M Team Icon Fleece Hoodie- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		6024267	609	MEN'S UA COMMAND WARM-UP FZ--3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X (SS27 CATALOG)		
	48		6024268	609	MEN'S UA COMMAND WARM-UP PANT --3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X (SS27 CATALOG)		
	41		1361522	001	HeatGear Men's Compression Sleeveless-, 5/M, L/10, LGT/5, XL/10, XLT/5, 2X/3, 2XLT/3,	$ 18.00	$ 738.00
	41		1361522	025	HeatGear Men's Compression Sleeveless-5/M, L/10, LGT/5, XL/10, XLT/5, 2X/3, 2XLT/3,	$ 18.00	$ 738.00
	41		1361522	100	HeatGear Men's Compression Sleeveless-5/M, L/10, LGT/5, XL/10, XLT/5, 2X/3, 2XLT/3,	$ 18.00	$ 738.00
	48		6013431	001	UA Unstoppable Fleece- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 72.00	$ 3,456.00
	48		6013431	025	UA Unstoppable Fleece- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 72.00	$ 3,456.00

	40		6010858	609	UA Tech™ Vent -3/SM, 6/M, 11/L, 10/XL, 8/2X, 2/3X	$ 21.00	$ 840.00
	40		6010858	011	UA Tech™ Vent--3/SM, 6/M, 11/L, 10/XL, 8/2X, 2/3X	$ 21.00	$ 840.00
	40		6010858	001	UA Tech™ Vent--3/SM, 6/M, 11/L, 10/XL, 8/2X, 2/3X	$ 21.00	$ 840.00
	40		13064443	035	UA Tech™ Graphic--3/SM, 6/M, 11/L, 10/XL, 8/2X, 2/3X	$ 18.00	$ 720.00
	40		1306443	001	UA Tech™ Graphic--3/SM, 6/M, 11/L, 10/XL, 8/2X, 2/3X	$ 18.00	$ 720.00
	48		1384034	011	UA Icon Fleece- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X		$ -
	48		6013427	001	UA Unstoppable Fleece- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		6013427	025 changed to 044	UA Unstoppable Fleece- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 36.00	$ 1,728.00
	48		1390256	014	UA Unstoppable --3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 60.00	$ 2,880.00
	48		1390256	001	UA Unstoppable- -3/SM, 6/M, 8/L, 5/LT, 8/XL, 5/XLT, 6/2X, 5/XXLT, 2/3X	$ 60.00	$ 2,880.00
	12		1361586	001	HeatGearMen's Leggings-, 3/M,3/L, 3/XL, 3/2X,	$ 21.00	$ 252.00
	12		1361586	100	HeatGearMen's Leggings-3/M,3/L, 3/XL, 3/2X,	$ 21.00	$ 252.00
	42		1361596	100	HeatGear®Men's 6" Compression Shorts-3/SM, 6/M,10/L, 10/XL, 10/2X, 3/3X	$ 18.00	$ 756.00
	42		1361596	001	HeatGear®Men's 6" Compression Shorts-3/SM, 6/M,10/L, 10/XL, 10/2X, 3/3X	$ 18.00	$ 756.00
	42		1361602	001	HeatGear® Pocket-3/SM, 6/M,10/L, 10/XL, 10/2X, 3/3X	$ 18.00	$ 756.00
	42		1361602	100	HeatGear® Pocket-3/SM, 6/M,10/L, 10/XL, 10/2X, 3/3X	$ 18.00	$ 756.00
	35		1369224	012	UA Undeniable 5.0 XLarge	$ 36.00	$ 1,260.00
	35		6013319	001	UA No Weigh Playmaker	$ 60.00	$ 2,100.00
	30		1386315	001	UA Training Cotton- 10/M, 10/L, 10/XL	$ 13.20	$ 396.00
	30		1386315	100	UA Training Cotton-10/M, 10/L, 10/XL	$ 13.20	$ 396.00
	30		1386318	100	UA Training Cotton- 10/M, 10/L, 10/XL	$ 13.20	$ 396.00
	8				FLEX ELITE JERSEY/ TIGERS UK047JM/T MOCK UP 223738-04	$ 138.60	$ 1,108.80
	10				FLEX ELITE SHORTS/ TIGERS UK048SM/T MOCK UP 223738-04 (12 INCH INSEAM)	$ 112.20	$ 1,122.00
	8				FLEX ELITE JERSEY/ TIGERS UK047JM/T MOCK UP 223737-05	$ 138.60	$ 1,108.80
	10				FLEX ELITE SHORTS/ TIGERS UK048SM/T MOCK UP 223737-05 (12 INCH INSEAM)	$ 112.20	$ 1,122.00
	8				FLEX ELITE JERSEY/ TIGERS UK047JM/T MOCK UP 223732-05	$ 138.60	$ 1,108.80
	10				FLEX ELITE SHORTS/ TIGERS UK048SM/T MOCK UP 223732-05 (12 INCH INSEAM)	$ 112.20	$ 1,122.00
	20				REFLEXX -RETRO II JERSEY / UK039JM/S MOCK UP 217997-05 (NO NAMES)	$ 125.40	$ 2,508.00
	20				FLEX ELITE SHORTS/ UTES UK048SM/U MOCK UP 217997-05 (12 INCH INSEAMS)	$ 112.20	$ 2,244.00
	12				Wilson 29.5" (Size 7) EVO NXT NCAA Men's Official Basketball CUSTOM (MAROON) LETTERING WITH LOGO	$ 126.00	$ 1,512.00
	30		1385837	001	UA Legend Down- S/4, M/4, L/6, XL/8, XXL/6, 3X/2	$ 114.00	$ 3,420.00
	30		UA958	MAR	Fine Guage Knit Rollup Beanie With Pom	$ 27.00	$ 810.00
	30		1386318	001	UA Training Cotton-- 10/M, 10/L, 10/XL	$ 13.20	$ 396.00
	25		UJKJ2RM		MENS BASKETBALL PRACTICE JERSEY (Web-Reference# A912BB) can we get the logo to be 4.5 inches	$ 53.70	$ 1,342.50
	25		UJKS2RM		MENS AF BASKETBALL PRACTICE SHORT(Web-Reference# A912BB)(12 INCH INSEAM)	$ 53.70	$ 1,342.50
						TOTAL	$ 37,559.40

WWW.GAME-ONE.COM

QUOTE # H6355094-00

DATE: 2026-04-28

We are pleased to submit this quotation for your consideration.
Should you place an order please reference the quote number below.

ACCOUNT: 132625

BILL TO:	**ATTN:** Anthony Johnson
Texas Southern University 3100 CLEBURNE ST HOUSTON TX 77004-4598 US	**SHIP TO:** Texas Southern University Womens Volleyball 3100 CLEBURNE ST HOUSTON TX 77004-4598 US

QUOTE No	WAREHOUSE	DATE	PURCHASE ORDER	TERMS
H6355094 - 00	HD	2026-04-28	VB FALL BILL 26	NET 30

Style Code	LINE	ITEM	DESCRIPTION	ORDERED	WAREHOUSE	PRICE	UOM	TOTAL PRICE
	1	CUA-V01-24	UJ5VJQ2 QKTRN LS JRSY MA/SI NS	4	MF	65.70	EA	262.80
	2	CUA-V02-24	UJ5VJQ2 QKTRN LS JRSY BK/MA NS	1	MF	65.70	EA	65.70
	3	CUA-V03-24	UJ5VJQ2 QKTRN LS JRSY WH/MA NS	4	MF	65.70	EA	262.80
	4	UJVXS1W-10	UJVXS1W-AF SLEEVES 2PLY PAIR CUSTOM XS	2	MF	24.60	EA	49.20
	5	UJVXS1W-14	UJVXS1W-AF SLEEVES 2PLY PAIR CUSTOM S	2	MF	24.60	EA	49.20
	6	UJVXS1W-20	UJVXS1W-AF SLEEVES 2PLY PAIR CUSTOM M	2	MF	24.60	EA	49.20
	7	UJVXS1W-26	UJVXS1W-AF SLEEVES 2PLY PAIR CUSTOM L	2	MF	24.60	EA	49.20
	8	UJVXS1W-32	UJVXS1W-AF SLEEVES 2PLY PAIR CUSTOM XL	2	MF	24.60	EA	49.20
	9	6005287-100-46	M HALO RUNNER RUNNING SHOES WHT 7	7	HD	91.00	EA	637.00
	10	6005287-100-47	M HALO RUNNER RUNNING SHOES WHT 7.5	2	HD	91.00	EA	182.00
	11	6005287-100-49	M HALO RUNNER RUNNING SHOES WHT 8.5	5	HD	91.00	EA	455.00
	12	6005287-100-50	M HALO RUNNER RUNNING SHOES WHT 9	5	HD	91.00	EA	455.00
	13	6005287-100-52	M HALO RUNNER RUNNING SHOES WHT 10	4	HD	91.00	EA	364.00
	14	6005287-100-53	M HALO RUNNER RUNNING SHOES WHT 10.5	4	HD	91.00	EA	364.00
	15	6005287-100-54	M HALO RUNNER RUNNING SHOES WHT 11	4	HD	91.00	EA	364.00
	16	6005287-100-56	M HALO RUNNER RUNNING SHOES WHT 12	2	HD	91.00	EA	182.00

Prepared By: lauras

Quoted prices reflect our wholesale, discounted prices for payment by cash, check, or net terms only. Quote does not include freight charges unless specified. Prices quoted are subject to change based on vendor pricing. Invoices paid for by credit card will incur a 3% convenience fee. Prices quoted may not include government-imposed tariffs for imported goods.

Sub Total	3,840.30
Tax	0.00
Freight	239.64
Misc	0.00
Total	4,079.94

THIS IS **NOT** A BILL. **DO NOT** PAY FROM THIS DOCUMENT.

751078911

Athletic Supply
1107 North Grant Avenue
Odessa, TX 79761
800-272-8555

Date:
SPORTS: **W. BASKETBALL**

ITEM	QTY.	U/M	STYLE	COLOR	DESCRIPTION	UNIT COST	AMOUNT
	50		1376843	001	MEN'S UA TEAM TECH LONG SLEEVE- XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 18.00	$ 900.00
	50		1376843	100	MEN'S UA TEAM TECH LONG SLEEVE- XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 18.00	$ 900.00
	50		1376843	609	MEN'S UA TEAM TECH LONG SLEEVE- XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 18.00	$ 900.00
	50		1376843	011	MEN'S UA TEAM TECH LONG SLEEVE- XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 18.00	$ 900.00
	50		1376842	001	MEN'S UA TEAM TECH SHORT SLEEVE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 15.00	$ 750.00
	50		1376842	100	MEN'S UA TEAM TECH SHORT SLEEVE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 15.00	$ 750.00
	50		1376842	609	MEN'S UA TEAM TECH SHORT SLEEVE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 15.00	$ 750.00
	50		1376842	011	MEN'S UA TEAM TECH SHORT SLEEVE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 15.00	$ 750.00
	50		1383264	609	MEN'S UA ATHLETICS SHORT SLEEVE TEE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 12.00	$ 600.00
	50		1383264	001	MEN'S UA ATHLETICS SHORT SLEEVE TEE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 12.00	$ 600.00
	50		1383264	011	MEN'S UA ATHLETICS SHORT SLEEVE TEE-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 12.00	$ 600.00
	16		1386318	100	UA Training Cotton- M/8 L/8	$ 13.20	$ 211.20
	16		1386318	001	UA Training Cotton M/8, L/8	$ 13.20	$ 211.20
	20		1386311	001	UA Training Cotton M/10,L/10	$ 9.60	$ 192.00
	20		1386311	100	UA Training Cotton M/10, L10	$ 9.60	$ 192.00
	30		1369224	012	UA UNDENIABLE 5.0 LG DUFFLE	$ 36.00	$ 1,080.00
	30		6005747	001	UA No Weigh	$ 84.00	$ 2,520.00
	38		6013431	008	UA Unstoppable Fleece - SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 72.00	$ 2,736.00
	38		6013427	008	UA Unstoppable Fleece- SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 66.00	$ 2,508.00
	38		6013431	011	UA Unstoppable Fleece -SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 72.00	$ 2,736.00
	38		6013427	011	UA Unstoppable Fleece - SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 66.00	$ 2,508.00
	38		6014621	001	UA Unstoppable Woven- SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 66.00	$ 2,508.00
	38		1390256	001	UA Unstoppable WOVEN-SM/6, MED/10, LRG/5, LGT/5, XLT/5, XL/5, 2XLT/2,	$ 60.00	$ 2,280.00
	33		6010212	003	UA Halo Runner 2- 7/3, 7.5/5, 8/ 4, 8.5/3, 9/3, 9.5/3, 10/4, 10.5/3, 11/3, 11.5/1, 12/1 **Low stock**	$ 97.50	$ 3,217.50
	33		6009107	002	UA Velociti Pace- 7/3, 7.5/5, 8/ 4, 8.5/3, 9/3, 9.5/3, 10/4, 10.5/3, 11/3, 11.5/1, 12/1	$ 65.00	$ 2,145.00
	30		6011152	100	HeatGear® Crossback High- S/6, M/7, L/8, XL/6,	$ 27.00	$ 810.00
	30		6011152	008	HeatGear® Crossback High -S/6, M/7, L/8, XL/6,	$ 27.00	$ 810.00
	30		1361034	100	Crossback Mid -S/6, M/7, L/8, XL/6, 2X/5	$ 21.00	$ 630.00
	30		1361034	011	Crossback Mid -S/6, M/7, L/8, XL/6, 2X/5	$ 21.00	$ 630.00
	30		6009998	100	HeatGear -XS/3,S/6, M/6, L/6, XL/6, XXL/3	$ 21.00	$ 630.00
	30		6009998	008	HeatGear-XS/3,S/6, M/6, L/6, XL/6, XXL/3	$ 21.00	$ 630.00
	30		6010858	609	UA Tech™ Vent- **XS/3,**S/8, M/8, L/4, XL/4, XXL/3	$ 21.00	$ 630.00
	30		6010858	001	UA Tech™ Vent - XS/3,S/8, M/8, L/4, XL/4, XXL/3	$ 21.00	$ 630.00
	12		1385837	001	UA Legend Down- S/3, M/3, L/3, XL/3	$ 108.00	$ 1,296.00
	17		1389853	001	UA Playoff Team Stripe-XS/3, S/3, M/3, L/3, XL/3, 2X/2	$ 42.00	$ 714.00
	17		1389853	011	UA Playoff Team Stripe-XS/3, S/3, M/3, L/3, XL/3, 2X/2	$ 42.00	$ 714.00
	17		6020402	609	UA Playoff Bladed-**XS/3,** S/3, M/3, L/3, XL/3, 2X/2	$ 45.00	$ 765.00
	1		6014752	008	UA Unstoppable Woven-M/1	$ 54.00	$ 54.00
	1		6013522	008	UA Unstoppable Fleece Open-M/1	$ 66.00	$ 66.00
	1		6013522	011	UA Unstoppable Fleece Open-M/1	$ 66.00	$ 66.00
	12				REFFLEXX RAIDER JERSEY /UK046SW/P (MOCK UP 196725-02)	$ 125.40	$ 1,504.80
	5				REFLEX RAIDER SHORT/UK046SW/P (MOCK UP 196725-02)	$ 112.20	$ 561.00
	50		1390040	011	UA Tech™ Team-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 21.00	$ 1,050.00

	50		1390040	001	UA Tech™ Team-XS/5, S/10, M/10, L/10, XL/10, 2X/5	$ 21.00	$ 1,050.00
	12				REFFLEXX RAIDER JERSEY /UK045SW/P (MOCK UP 225971-06)	$ 125.40	$ 1,504.80
	5				REFLEX RAIDER SHORT/UK045SW/P (MOCK UP 225971-06)	$ 112.20	$ 561.00
	20		UJKJ2RW		WOMENS BASKETBALL PRACTICE JERSEY Web-Reference# EB21BB	$ 53.70	$ 1,074.00
	20		UJKS2RW		WOMENS AF BASKETBALL PRACTICE SHORT Web-Reference# EB21BB	$ 53.70	$ 1,074.00
	35		6014161	001	UA TEAM ICON FLEECE HOODIE -SM/5, SMT/4, MED/5,MDT/3, LRG/3, LGT/5, XLT/5, XL/3, 2XLT/2,	$ 36.00	$ 1,260.00
	35		1384034	001	MEN'S UA ICON FLEECE PANT-SM/5, MED/6, MDT/4, LRG/4, LGT/5, XLT/6, XL/3, 2XLT/2,	$ 36.00	$ 1,260.00
	10				WILSON EVO NXT SIZE 6 CUSTOM MAROON LETTERS WITH LOGO	$ 126.00	$ 1,260.00
						TOTAL	$ 54,679.50

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval of Actions Concerning Campus Dining Services, Including Authorization to Transition the Contract Award to SodexoMagic, Continue Interim Operations in Excess of the President's Delegated Contracting Authority, and Execute a Master Services Agreement

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

The Administration requests approval to transition the contract award for comprehensive campus dining services to SodexoMagic, the next highest-ranking qualified proposer under Request for Proposal (RFP 717-25-703).

Following the Board's prior authorization on June 12, 2025, approving the dining services award to Chartwells Higher Ed, the University was unable to finalize the terms of a definitive ten-year master services agreement. The University subsequently notified Chartwells that the parties' Letter of Intent would expire by its own terms on April 30, 2026. To support the continuity of campus dining services and maintain strict alignment with the competitive procurement process, the Administration proceeded to the next highest-ranking qualified proposer, SodexoMagic, under RFP 717-25-703.

As part of this transition, the University executed an Interim Letter of Agreement with SodexoMagic on June 10, 2026, with services commencing on June 12, 2026, the effective date.

Because the aggregate value of the interim arrangement may exceed the President's delegated contracting authority, the Administration requests Board authorization for the University, if necessary and pending completion of final negotiations with SodexoMagic, to continue operating under the Interim Letter of Agreement, this interim framework, or substantially similar interim terms for a period not to exceed 3 months and in an aggregate amount not to exceed $2,500,000 while final negotiations are completed for a definitive Master Services Agreement with SodexoMagic.

SodexoMagic brings a proven framework for comprehensive food services that supports the University's vision for elevating the student experience. This engagement is intended to expand and enrich student life on campus while supporting continued enhancements to campus dining facilities and student-facing services.

Through this contract, the University secures a package of support that encompasses:

- The preparation and distribution of student meals in accordance with strict dietary and nutritional standards.
- The management and administration of campus meal plans to accommodate the diverse needs of the University community.
- Comprehensive catering and concession services for University programs, athletic events, and functions.
- The operation, maintenance, and facility revitalization of on-campus dining venues and retail food establishments.

This proposed 10-year contractual arrangement is structured to reinforce the University's commitment to delivering consistent, safe, and high-quality food services that align with the dietary, logistical, and operational needs of the University's diverse stakeholders.

In accordance with Texas Government Code § 2155.074, the University is authorized to award contracts based on the proposal that provides the best value to the State of Texas and Texas Southern University. Based on the evaluation conducted under RFP 717-25-703, and following the expiration of the Chartwells Letter of Intent, SodexoMagic was identified as the next highest-ranking qualified proposer capable of meeting the University's operational, financial, and service requirements. The Administration recommends that the Board of Regents approve the following actions:

- Authorize the transition of the contract award for comprehensive campus dining services under RFP 717-25-703 to SodexoMagic as the next highest-ranking qualified proposer;
- Authorize the University, if necessary and pending completion of final negotiations with SodexoMagic, to continue operating under the Interim Letter of Agreement, this interim framework, or substantially similar interim terms, where the aggregate value may exceed the President's delegated contracting authority, for a period not to exceed 3 months and in an aggregate amount not to exceed $2,500,000 while final negotiations are completed for a definitive Master Services Agreement with SodexoMagic; and
- Authorize the President, or the President's designee, to negotiate, finalize, and execute a definitive Master Services Agreement with SodexoMagic.

SUPPORTING DOCUMENTATION:	Executive Summary & RFP 717-25-703 Procurement Timeline (Under Separate Cover) Executed SodexoMagic Interim Letter of Agreement, Effective June 12, 2026
FISCAL IMPACT:	During the interim period, services are provided pursuant to the Interim Letter of Agreement. The final Master Services Agreement is expected to establish the long-term financial framework for the dining services program, including applicable **revenue-generation** terms, capital investment commitments, operating responsibilities, and related financial obligations of the parties. Any interim operations authorized under this item shall not exceed an aggregate amount of $2,500,000 during the approved interim period.
ACTION REQUESTED:	Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 22:26:49 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

James Crawford (Jul 14, 2026 22:06:49 CDT)

07/14/2026

PRESIDENT **DATE**

TEXAS SOUTHERN UNIVERSITY
BOARD OF REGENTS AGENDA

COMMITTEE: Administration and Finance

ITEM: Request Approval of the Fiscal Year 2027 Operating Budget

DATE PREVIOUSLY SUBMITTED: N/A

SUMMARY:

Approval is requested for Texas Southern University's comprehensive Operating Budget for Fiscal Year 2027, covering the period from September 1, 2026, through August 31, 2027. This budget has been prepared to align with the University's strategic priorities, enrollment projections, and legislative appropriations.

SUPPORTING DOCUMENTATION: Fiscal Year 2027 Operating Budget Presentation

FISCAL IMPACT: $371,433,849.64

ACTION REQUESTED: Administration recommends approval of this item

Legal Certification: Based on available information to date, this action item and its implementation will not be in violation of any applicable federal, state, or local law, or regulation.

07/14/2026

GENERAL COUNSEL **DATE**

Fiscal Certification: This fiscal note shown above details the true and actual positive or negative fiscal effect that implementation of this proposal will achieve.

J'Maine Chubb
J'Maine Chubb (Jul 14, 2026 15:03:27 CDT)

07/14/2026

CHIEF FINANCIAL OFFICER **DATE**

Internal Audit Certification: This action item and its implementation will not be in violation of any applicable Federal, state, or local law or regulation, including specifically any state agency budgeting rules, and satisfies applicable auditing standards.

07/14/2026

ACTING CHIEF AUDIT EXECUTIVE **DATE**

James Crawford (Jul 14, 2026 16:02:44 CDT)

07/14/2026

PRESIDENT **DATE**

TSU

TEXAS SOUTHERN UNIVERSITY

VICE PRESIDENT FOR BUSINESS AND FINANCE/CFO

2027 Budget Proposal

About Texas Southern University

Serves **9,060 students**, reflecting TSU's role as a leading public research university

Holds the **Carnegie Community Engagement Classification**, recognizing TSU's commitment to community-engaged teaching, research, and service

Located in Houston, the nation's fourth-largest city and **one of America's most diverse and economically dynamic metropolitan areas**

Graduated nearly 1,200 in **Spring 2026**, the **largest graduating class in TSU history**

Offers more than **100 undergraduate, graduate, and professional degree programs** across **10 colleges and schools**

Advances discovery and innovation through **$22M in annual research expenditures** and **more than $40M in research funding secured during FY26**

FY27 Proposed Budget Priorities

Increase **scholarship funding**, **enrollment growth**, initiatives, **academic program support**, and **student services**

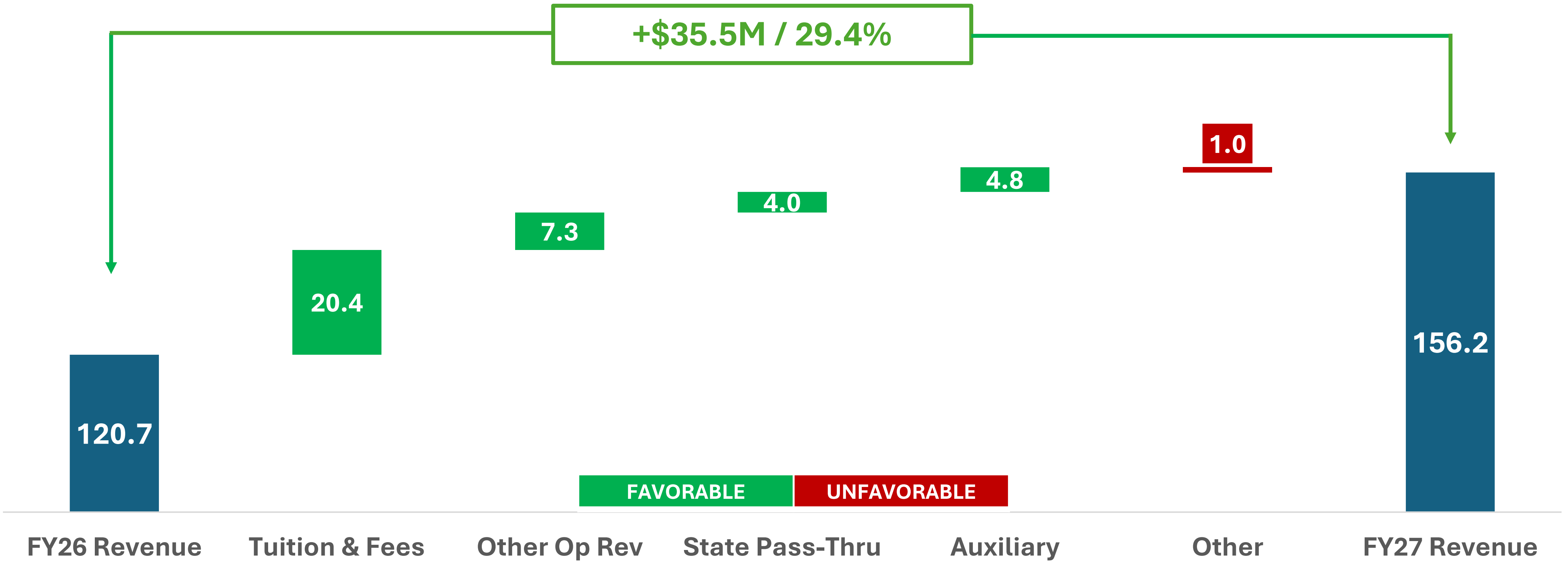
Continued investment in **instruction, faculty, research**, and **academic support** across University's colleges and schools

Nearly **$93 million** invested in **capital renewal**, **maintenance**, **housing improvements**, and **campus infrastructure**

Continuous improvement associated with **finance and accounting internal controls**, **state compliance**, **procurement**, and **risk management**

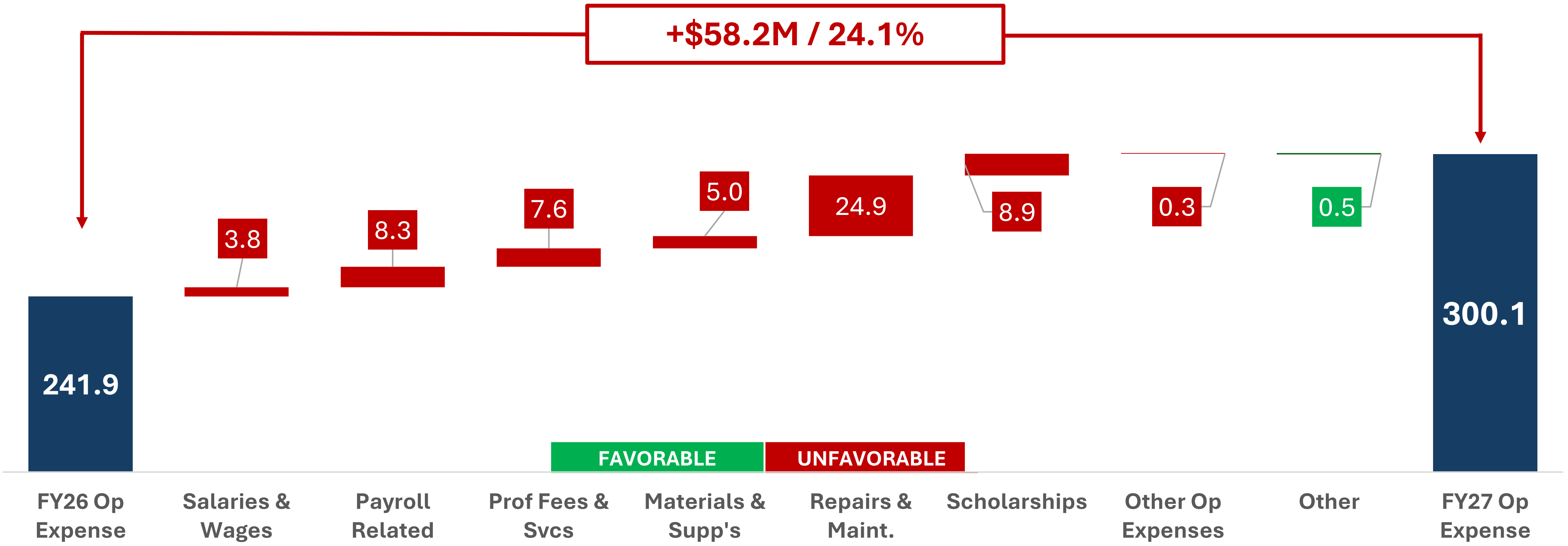
Investments in **enterprise technology** and **operational efficiency**

FY27 Proposed Revenue Budget Walkforward ($ in Millions)



- Tuition & Fees are +$20.4M due to an increase in projected enrollment over the prior year
- Other Op Revenue is +$7.3M due to an increase in Annual Fund donations
- State Pass-Thru Revenue is +$4.0M due to an increase in State funds for scholarships
- Auxiliary Revenue +$4.8M primarily due to an increase in fundraising activities in Athletics
- Other is ($1.0M) primarily due to donations received for planes in Aviation Program in FY26

FY27 Proposed Expense Budget Walkforward ($ in Millions)



- Salaries & Wages is +$3.8M due to a full year of expense associated with FY26 hires and an increase in personnel for FY27
- Payroll Related is +$8.3M due to a full year of expense associated with FY26 hires, an increase in personnel for FY27, and understated Payroll Related spend in the FY26 Budget
- Professional Fees & Services is +$7.6M primarily due to an increase in Marketing for strategic plan implementation services and IT associated with network upgrades and disaster recovery
- Materials & Supplies is +$5.0M due to increases associated with Academic Affairs labs, JAGGAER support, IT support, and facilities support
- Repairs & Maintenance is +$24.9M due to HEF-related projects and associated land acquisition
- Scholarships is +$8.9M due to an increase in State funding for scholarships and higher scholarship availability for Athletics

FY27 Proposed Operating Budget

Category	FY27 Proposed	FY26 Budget	Variance
Operating Revenues	$156,206,108.00	120,688,788.00	$35,517,330.00
Operating Expenses	300,060,601.77	241,875,275.00	58,185,326.77
Operating Profit	**(143,854,493.77)**	**(121,186,497.00)**	**(22,667,996.77)**
Non-Operating Revenues	95,115,019.89	108,435,668.00	(13,320,648.11)
Income Before Other Revenues, Exp, Gains, Losses & Transfers	**(48,739,473.88)**	**(12,750,829.00)**	**(35,988,644.88)**
Other Revenues, Expenses, Gains, Losses & Transfers	13,530,217.00	12,750,829.00	779,388.00
Budget Deficit Before Use of Reserves	**(35,209,256.88)**	**0.00**	**(35,209,256.88)**
Planned Use of Institutional Reserves	**35,209,256.88**	**0.00**	**35,209,256.88**
Balanced Budget	**$0.00**	**0.00**	**$0.00**

FY27 Proposed Budget Supported by Existing Fund Balances ($ in Millions)

Fund Source	FY27 Planned Reserve Use	Remaining Reserve Balance
Accumulated HEF Fund	$24.9	$19.7
Be on Time	3.8	0.0
IDC	5.7	0.0
Total	**$34.4**	**$19.7**

FY27 Proposed Budget – Capital Sources and Uses

Uses	FY27
Construction & Building Improvements	$39.4
Building Remodeling – State Owned	7.1
Books	3.4
Aviation	2.8
Motor Vehicles	1.5
Computer-Related Purchases	1.6
Other	0.3
Total	**$56.1**

Sources	FY27
CCAP	$29.6
Local Funds	10.2
HEF	13.8
State Appropriation	2.5
Total	**$56.1**

FY27 Proposed Budget – State Support

Total State Support	FY27
State Appropriations (General Revenue + Dedicated)	$83.9M
Higher Education Fund (HEF)	12.8M
Texas Grants	5.2M
Employee Benefits Paid by State	15.0M
Other State Programs (Cancer Prevention, Innocence Project)	2.1M
Total State Support	**$114.1M**

State Appropriation Allocation	FY27
Instruction & Operations	$40.0M
Infrastructure Support	18.5M
Academic Development Initiative	14.0M
Non-Formula Support	10.7M
Research Funding	0.7M
Total	**$114.1M**

- State support stands at $114.1M
- Appropriated FTE authority remains at 847.4 positions
- Legislative funding continues to support
    - Student success and graduation outcomes
    - Research growth
    - Professional accreditation programs
    - Infrastructure and facility investments
    - Aviation program modernization

Thank you!