

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN TEXAS STATE UNIVERSITY AND
THE TEXAS STATE UNIVERSITY RESEARCH FOUNDATION**

This Memorandum of Understanding (“MOU”) is entered into as of this _____ day of February 2024, by and between **Texas State University**, an agency and institution of higher education authorized under the laws of the State of Texas and a member institution of The Texas State University System (the “Institution”), and the **Texas State University Research Foundation**, a Texas nonprofit corporation and recognized by the Internal Revenue Service as a 501(c)(3) tax-exempt charity (the “Foundation”).

RECITALS

WHEREAS, the Texas State University System Board of Regents (“Board of Regents”) recognizes that there are legally constituted private organizations whose sole or primary purpose is to benefit the Texas State University System and its component institutions, including the component institution’s teaching, research, and other activities.

WHEREAS, on June 5, 2009, the Foundation was organized as a Texas nonprofit corporation recognized by the Internal Revenue Service as a tax-exempt charity under Section 501(c)(3) of the Internal Revenue Code, as amended, for the purpose of stimulating voluntary private support from alumni, parents, friends, corporations, foundations, and others for the benefit of the Institution.

WHEREAS, the Foundation exists solely for the purpose of supporting the Institution and to raise and manage private resources supporting the mission and priorities of the Institution, provide opportunities for students, and contribute to Institutional excellence.

WHEREAS, the Foundation is dedicated to serving the Institution by promoting, encouraging, sponsoring, aiding, and supporting the Institution’s objectives of conducting research and supporting scholarship through entering into collaborative research projects and facilitating public-private partnerships for the development of physical and other assets.

WHEREAS, the Institution and Foundation desire to establish a collaborative relationship between the Institution and Foundation for the performance of the objectives and priorities set forth herein; to meet the requirements of the applicable rules and regulations of the Board of Regents; and to ensure that the Foundation’s undertakings and activities will be performed solely for the benefit of the Institution and subject to the Institution’s direction.

ACCORDINGLY, in order to accomplish the foregoing purposes, the parties hereby agree as follows:

1. INSTITUTION RESPONSIBILITIES

- 1.1. The Board of Regents is responsible for overseeing the mission, leadership, and operations of the Institution.
- 1.2. The Institution’s Chief Executive Officer (“CEO”) is responsible for communicating, on a regular basis, the priorities and long-term plans of the Institution, as approved by the Board of Regents, to the Foundation.
- 1.3. The Institution shall maintain a website identifying all private support organizations that support the Institution. The website must clearly indicate the Foundation’s status as a 501(c)(3) and as a separate entity than the Institution. The website must identify all

board members and staff, and the Foundation's mission. The Texas State University System or Institution CEO may serve as an ex-officio member of the Foundation Board.

- 1.4. The Institution shall ensure privately contributed resources, including resources provided to support collaborative research projects, are used in compliance with any restrictions imposed by the granting party.
- 1.5. The Institution CEO and Institution leadership will work, in conjunction with the Foundation, to identify and pursue opportunities for and to promote the commercialization of research by the Foundation and transfer of Institution technologies to appropriate partners for their further development and commercialization and in accordance with Institution's policies.
- 1.6. The Institution CEO and Institution leadership will work, in conjunction with the Foundation, to identify and pursue opportunities for the utilization of STAR Park and other real property holdings of the Institution through public-private partnerships and other commercial lease arrangements, and the administration of research agreements, that are appropriate for a Foundation in keeping with the Institution's mission and values. These transactions shall be evidenced by real estate transactions to be entered into between the Institution and the Foundation and/or the Foundation's subsidiaries or other corporate structures.
- 1.7. The Institution recognizes the critical role played by the Foundation in advancing the mission of the Institution and agrees to support and to work in collaboration with the Foundation through the recruitment of collaborative entities supporting research, development of physical assets through public-private-partnerships and grant opportunities and, subject to applicable law, financial support where necessary pursuant to the terms contained in this MOU.
- 1.8. In consideration of the benefits to be provided by the Foundation, the Board of Regents delegates to the Institution to provide, and the Institution hereby agrees to provide, certain administrative support services and accommodations to the Foundation as the Institution may deem necessary or convenient for the operation of the Foundation; including Institution staff support and office space, meeting space, and office equipment as necessary to enable the Foundation to carry out its intended purposes described herein ("University Administrative Support"). A more detailed description of the University Administrative Support services to be provided by the Institution is attached hereto as Exhibit 1. The Board of Regents delegates to the Institution the responsibility for assigning any Institution employees to aid in the mission and work of the Foundation. The Foundation and the Institution may, from time to time, directly enter into supplemental agreements in order to carry out the Foundation's work and the purposes of this MOU provided that those agreements do not conflict with this MOU, the Foundation's bylaws, the Board of Regents' Rules and Regulations, Institution policy, or other applicable legal requirements.

2. FOUNDATION RESPONSIBILITIES

- 2.1. The Foundation shall maintain its tax-exempt status as a separately incorporated 501(c)(3) nonprofit organization created to raise, manage, distribute, and steward private resources to support the mission and various priorities of the Institution.
- 2.2. The Foundation's existence and mission must be to promote, advance, support, encourage, sponsor, aid, and advocate solely for the Institution.
- 2.3. The Foundation's Board of Directors is responsible for overseeing the Foundation's operations, including control and management of its assets and appropriate research contracts and agreements.

2.4. In furtherance of the purposes of this MOU, the Foundation will be responsible for:

2.4.1. the advancement, development and management of STAR Park and other Institution real property holdings identified by the Institution from time to time. The Foundation will actively pursue opportunities for development and land utilization in keeping with the Institution's mission and values. All such endeavors will be subject to certain terms and conditions to be set forth in ground leases or other similar agreements to be entered into between the Institution and the Foundation or the Foundation's subsidiaries or other corporate entities.

2.4.2. the Foundation may also agree to undertake additional projects, initiatives, programs, and the creation of subsidiary entities, for the benefit of the Institution, or may which otherwise be necessary, useful, or desirable to assist the Institution in achieving its objectives as set forth in the bylaws of the Foundation, as may be agreed upon by the parties from time to time pursuant to an amendment or addendum to this MOU.

The Foundation shall use all reasonable efforts to carry out the strategic objectives and priorities set forth above and herein. The Foundation agrees to work in a collaborative manner with the Institution and to follow the guidance and direction of the Institution as it pertains to achieving the objectives and priorities outlined in this MOU.

2.5. The Foundation shall obtain written approval of its governing instrument, including its constitution and bylaws, from the Texas State University System and Institution at least once every ten years, and whenever substantive changes are made to such governing instruments. Foundation must receive such written approvals from Texas State University System and Institution prior to the adoption of any changes.

2.6. The Foundation shall obtain written approval of its mission statement from Texas State University System and Institution at least once every ten years, and whenever substantive changes are made to such mission statement. Foundation must receive such written approvals from Texas State University System and Institution prior to the adoption of any changes.

2.7. The Foundation is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly addresses the Foundation board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

2.8. Officers and employees of the Foundation who have check-signing authority or who handle cash or negotiable instruments must be bonded in an amount determined to be reasonable by the Foundation Board of Directors after consultation with the Institution and are only so authorized on behalf of the Foundation and not for the Institution.

The Foundation shall establish and enforce policies to identify and manage potential conflicts of interest and ensure that foundation assets do not directly or indirectly unduly benefit an individual or other person.

Foundation's Conflict of Interest Policy

2.9. Purpose

2.9.1. The purpose of this conflict of interest policy is to protect the Foundation and the Foundation's interest(s) when the Foundation is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Foundation or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and

federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2.10. Definitions

2.10.1. Interested Person

2.10.2. Any director, officer, or member of a committee with Board of Directors delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

2.10.3. Financial Interest

2.10.4. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

2.10.4.1. An ownership or investment interest in any entity with which the Foundation has a transaction or arrangement,

2.10.4.2. A compensation arrangement with the Foundation or with an entity or individual with which the Foundation has a transaction or arrangement, or

2.10.4.3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Foundation is negotiating a transaction or arrangement.

2.10.5. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

2.10.6. A financial interest is not necessarily a conflict of interest. A determination whether a conflict of interest exists will be made by the Board of Directors in consultation with others, as needed.

2.11. Procedures for Disclosing and Reviewing Potential or Actual Conflicts of Interest

2.11.1. Duty to Disclose

2.11.1.1. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and disclose all material facts to the Board of Directors for the Board's consideration and review.

2.11.2. Determining Whether a Conflict of Interest Exists

2.11.2.1. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the Board of Directors or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining members of the Board of Directors shall decide if a conflict of interest exists. Such decision shall be final.

2.11.3. Procedures for Addressing the Conflict of Interest

2.11.3.1. An interested person may make a presentation at the Board of Directors or committee meeting but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2.11.3.2. The Chair of the Board of Directors shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

2.12. INDEMNIFICATION. FOUNDATION WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY INSTITUTION, AND HOLD HARMLESS INSTITUTION AND ITS BOARD OF REGENTS, OFFICERS,

DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY “INDEMNITEES”) FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, BY ANY PERSON OR ENTITY, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY “CLAIMS”) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS MOU, TO THE EXTENT CAUSED, IN WHOLE OR IN PART, BY THE ACTS, OMISSIONS, OR WILLFUL MISCONDUCT OF FOUNDATION, OR IT AGENTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS OR ANYONE DIRECTLY EMPLOYED BY FOUNDATION OR ANYONE FOR WHOSE ACTS FOUNDATION MAY BE LIABLE. THE FOREGOING SHALL NOT APPLY IF DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. IN ADDITION, FOUNDATION WILL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY INSTITUTION, AND HOLD HARMLESS THE INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THIS MOU. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT, WHICH ANY INDEMNITEE HAS, BY LAW OR EQUITY. IN THE EVENT OF LITIGATION, INSTITUTION AGREES TO COOPERATE REASONABLY WITH FOUNDATION. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

2.13. Administration and Operations of Foundation

- 2.13.1. Foundation shall use its best efforts to promote sponsored research and technology commercialization of intellectual property associated with Institution, such activities to include, without limitation, the following: promote research activity on the Institution campus; protect and manage the Institution’s intellectual property; create financial incentives to further Institution research; expand investment in the Institution through collaboration with private industry and governmental agencies; facilitate and promote the marketing of technologies; facilitate and promote the management of startup businesses; evaluate technologies for commercialization potential; provide professional development; and coordinate opportunities for technology development with Institution research capabilities.
- 2.13.2. Institution agrees to provide telephone and internet services, equipment, facilities and services, including direct personnel support, for the operation of the Foundation, which costs shall be billed to and reimbursed by the Foundation. The parties shall execute a University Administration Support agreement in a form substantially similar to that contained in Exhibit 1, a copy of which is attached hereto and incorporated into and made part of this MOU.
- 2.13.3. University agrees to perform administrative tasks for the Foundation, including any shared staffing arrangements, in accordance with Exhibit 1.

2.14. Officers, Directors, and Members of Foundation

- 2.14.1. *Board of Directors’ Composition.* The Foundation’s bylaws provide that the Foundation’s Board of Directors shall be composed of five (5) voting directors, consistent with the following:

- 2.14.1.1. Two Directors appointed by the Institution's CEO consisting of:
- 2.14.1.1.1. One Director who shall be an officer of the Institution, and
 - 2.14.1.1.2. One Director who is not an employee or officer of the Institution;
- 2.14.1.2. Three at-large voting directors who are not employees, officers, or directors of the Institution, as recommended by the two directors appointed by the Institution's CEO and approved by the Institution's CEO.
- 2.14.2. *Ex-Officio Directors*: At minimum, there shall be three (3) ex-officio, non-voting directors of the Foundation's Board, consisting of (i) the Institution CEO, (ii) the Chief Financial Officer for the Institution, and (iii) the Foundation Executive Director. To the extent that the Foundation Executive Director is not the Chief Research Officer of the Institution, the Chief Research Officer of the Institution shall also serve as an ex-officio, non-voting director. Additionally, to the extent that the Provost of the Institution is not a voting Director of the Foundation Board, the Provost of the Institution shall also serve as an ex-officio, non-voting director. The Foundation Board may also appoint such additional ex-officio, non-voting directors as it may from time to time determine, including representatives of a subsidiary organization or enterprise of the Foundation, subject to the approval of the Institution's CEO.
- 2.14.3. Compensation of the Foundation's Board Members. No director or officer shall be entitled to receive compensation for services as such. To the extent authorized by the Board, directors and officers shall be entitled to reimbursement for documented expenses incurred on behalf of the corporation in the pursuit of its Mission.
- 2.14.4. Term of the Foundation's Board of Directors. In accordance of the terms and conditions of the Foundation's By-Laws.
- 2.14.5. All directors, officers, and members of the Foundation shall attend training focused on conflicts of interest and fiduciary duties and responsibilities. Said training must be completed by a board director, officer, or member within 120 days of their appointment or reappointment to the Foundation. The training will be provided and/or approved by the Texas State University System Office of General Counsel. Directors, officers, and members who have received comparable training within five (5) years are exempt from the training requirements of this section.
- 2.14.6. The Foundation's governing instrument(s) shall describe the fiduciary duty and obligations of all officers, directors, and board members and shall require each board member to perform as a reasonably prudent board member when acting in such capacity.

3. Mutual Responsibilities

- 3.1. The Foundation and Institution agree to comply with all applicable state and federal laws, The Texas State University System Rules and Regulations, and Institution policies in carrying out their responsibilities under this MOU.
- 3.2. Points of Contact. The Institution's CEO, or his/her designee, is the primary institutional contact for the Foundation. The Institution's Chief Financial Officer, or his/her designee, is the primary financial contact to the Foundation. The Institution's CEO, or designee, is the primary fundraising contact for the Foundation.

To the Institution:

The Texas State University
Office of the President
Attn: Kelly Damphousse, Ph.D.
601 University Drive
San Marcos, Texas 78666-4684
kdamp@txstate.edu

The Texas State University
Chief Financial Officer
Attn: Eric Algoe
601 University Drive
San Marcos, Texas 78666-4684
ealgoe@txstate.edu

To the Foundation: Texas State University Research Foundation
Executive Director
Attn: Shreekanth Mandayam
601 University Drive
San Marcos, Texas 78666-4684
shreek@txstate.edu

- 3.3. The Foundation shall maintain copies of the plans, budgets, and donor records developed in connection with the performance of its obligations in compliance with Institution and Board of Regents' Rules and Regulations and policies, as appropriate, for records retention. Institution or the Board of Regents may review the Foundation's books and records upon written notice to Foundation.
- 3.4. Institution acknowledges that in light of the undertakings and purposes of the Foundation as described in this MOU, the Foundation will own or have access to certain information that may be non-public, proprietary, or confidential ("Confidential Information"), including: (i) information pertaining to corporate sponsors, foundations, or other donors to the Foundation, and (ii) information pertaining to certain technology, intellectual property, methodologies, undertakings, or initiatives under consideration. The Foundation's ability to protect the confidentiality of Confidential Information is essential to maintaining the confidence and integrity of the initiatives of the Foundation. Moreover, the Foundation may now be and in the future become subject to certain nondisclosure or confidentiality obligations which would prohibit the Foundation from disclosing Confidential Information to third parties, including the Institution. Accordingly, Institution agrees that it shall not be granted access to any information which the Foundation reasonably determines to be Confidential Information, except as may otherwise be mutually agreed upon in writing in a research grant agreement, license agreement, or nondisclosure agreement to be entered into among the Institution, the Foundation, and any other affected party.
- 3.5. Foundation acknowledges that Institution 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, Chapter 552, Texas Government Code. Foundation is required to make any information created or exchanged with the Texas State University System or Institution pursuant to this MOU, that is not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Texas State University

System or Institution. The following format(s) shall be deemed to comply with this provision: electronic files in Word, PDF, or similar generally accessible format.

- 3.6. During the term of the MOU only and consistent with its mission to help advance the plans and objectives of the Institution, the Foundation is granted a royalty-free, non-exclusive, non-transferable license to use the name, service marks, branding and other proprietary Institution property (the "University Marks"). The Foundation will operate under its own seal and logotype, which, during the term of this MOU, shall include the University Marks or any combination thereof.
- 3.7. The Institution hereby authorizes the Foundation to license any eligible intellectual property of the Institution arising from research grant agreements entered into or administered by the Foundation to the participating research partners thereunder; but in all cases subject to and in accordance with Chapter 12 of the Board of Regents' Rules and Regulations.

4. GENERAL PROVISIONS

- 4.1. To ensure effective achievement of the items of the MOU, the Institution and Foundation officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.
- 4.2. This MOU will remain in effect for an initial term of three years, expiring on the last day of the fiscal year of the Institution (the "Term"). However, the Term of this MOU shall automatically be extended each year for one additional year unless either party provides at least 60 days' prior written notice to the other party of its election not to extend the Term of this MOU. The Institution and the Foundation will review the MOU as necessary in connection with any amendment by either party of its bylaws or other written agreements or policies that impact such party's relationship with the other party, with any necessary changes to be documented with written amendments.
- 4.3. Either party may terminate this MOU upon 90 days' prior written notice to the other party. Upon written notice of termination, the Foundation agrees to:
 - 4.3.1. Immediately cease use of all Institution's trademarks and logos;
 - 4.3.2. Immediately cease solicitation of funds, grants, or services on behalf of the Institution;
 - 4.3.3. Immediately cease all operations as the Texas State University Research Foundation;
 - 4.3.4. Refrain from stating or implying an affiliation with the Institution after the Institution sends notice of termination of this MOU;
 - 4.3.5. Return all Institution funds and Institution documents to Institution; and
 - 4.3.6. Refrain from making or publishing any comments, statements, or remarks or distributing any written materials disparaging the Institution or anyone affiliated with the Institution.
- 4.4. Notwithstanding anything to the contrary in this MOU, both parties recognize that whether this MOU has been terminated or remains in full force and effect, the Foundation has a fiduciary duty to fulfill its responsibilities to donors under the terms of the gifts it has received to distribute and expend funds for the Institution's benefit.
- 4.5. No provision of this MOU shall constitute, nor is it intended to constitute, a waiver of

any other exemptions, privileges, defenses, or immunities of the Texas State University System or Institution under the constitution and laws of the State of Texas.

- 4.6. The Institution shall not be required to perform any act or refrain from performing any act under this MOU if that performance or non-performance would constitute a violation of the constitution or laws of the State of Texas.
- 4.7. Prior to entering into this MOU, and unless otherwise exempt therefrom, the Foundation has filed a certificate of Interested Parties Form 1295 (a "1295 Certification") with the Texas Ethics Commission through its electronic portal in accordance with Section 2252.908, Texas Government Code, as amended, and has delivered evidence of filing to the Institution. The Foundation acknowledges that the Institution has no obligation, and has not undertaken any responsibility, for advising the Foundation with respect to the completion of its 1295 Certification, except for the provision of the contract identification numbers and description of services.
- 4.8. Any notice, demand, statement, request, or consent made hereunder shall be in writing and may be personally served or sent by mail or courier service and shall be deemed to have been given when delivered by mail or by courier service to the addresses set forth above in Section 4. Notices delivered by email to the parties' designated representatives shall also be deemed to have been delivered only if receipt is acknowledged in writing by the recipient.
- 4.9. This MOU shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles thereof, and all claims relating to or arising from this MOU, or the breach of the provisions hereof, whether sounding in tort, contract, or otherwise, shall likewise be governed by, construed and enforced in accordance with the laws of the State (without regard to choice of laws or conflict of laws rules). The parties agree to use the procedures in Texas Government Code Chapter 2260 to resolve any disputes that cannot be resolved informally.
- 4.10. This MOU shall be binding upon and shall inure to the exclusive benefit of the parties and their respective successors and assigns. There are no third-party beneficiaries to this MOU. Neither party may assign any part or all of its rights, interests or obligations under this MOU without the prior written consent of the other party, and any assignment made by either party without the prior written consent of the other party shall be null, void and of no force or effect.
- 4.11. If any agreement, condition, covenant, or term hereof or any application hereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, in whole or in part, all agreements, conditions, covenants and terms hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- 4.12. This MOU represents the final, entire agreement among the parties and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to the subject matter hereof and thereof and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties hereto. There are no unwritten oral agreements between the parties. The provisions hereof may be amended or waived only by an instrument in writing signed by the parties.
- 4.13. This MOU may be signed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this MOU to produce or account for more than a single counterpart containing the respective signatures and

acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages. The parties agree that digital or facsimile signatures shall be given the same legal effect as original signatures, and the parties hereby agree to accept delivery of digital signatures by e-mail in "pdf" form, or via DocuSign, Adobe Sign, or any similar means of digital delivery.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

**TEXAS STATE UNIVERSITY
RESEARCH FOUNDATION:**

Name, Title, Authority

Date

TEXAS STATE UNIVERSITY:

Kelly Damphousse, Ph.D.
President

Date