



**REGISTRY FOR COLLEGE AND UNIVERSITY PRESIDENTS**

**AND**

**TEXAS A&M UNIVERSITY-SAN ANTONIO**

**THIS AGREEMENT** (the “Agreement”) is made and entered into this 3rd day of August 2023 by and between Texas A&M University-San Antonio, a member of The Texas A&M University System and an agency of the State of Texas, (hereinafter “University” or “Member”) and Collegiate Enterprise Solutions, LLC, doing business as the *Registry for College and University Presidents* (hereinafter “Registry”).

**WHEREAS**, it is the desire of the University to retain a professionally educated person to perform the duties of Interim Vice President for Student Success & Engagement (IVPSSE) of University on an interim basis as more specifically described in an **EXPECTATIONS DOCUMENT**, annexed hereto (the “Services”) and,

**WHEREAS**, *Registry* will perform the Services through Charles J. Fey, Sole Proprietor, an independent contractor (the “Consultant”), who will assign a designated employee to perform the Services on behalf of the Consultant (the “Assigned Member”). No one other than Charles J. Fey himself shall be engaged to perform the duties of Interim Vice President for Student Success & Engagement (IVPSSE) of Texas A&M University- San Antonio.

**NOW, THEREFORE**, in consideration of the mutual promises of the parties hereto, the University hereby retains *Registry* upon the terms and conditions contained herein, and *Registry* hereby accepts said retention and agrees to perform the Services hereinafter mentioned, upon said terms and conditions.

**1. Services by Registry:** As indicated above, *Registry* will perform the Services through the Assigned Member provided by Charles J. Fey, Sole Proprietor, or a mutually agreed upon alternate person. Specific duties and standards of performance shall be prescribed in an **EXPECTATIONS DOCUMENT**, which shall be appended, and integral, to this Agreement, and as otherwise agreed between the University and the *Registry*. The parties agree that The *Registry* shall be responsible for assessing performance under

this Agreement, predicated upon evaluation reports from University. A senior officer of the *Registry* shall be available on call throughout the duration of the engagement to deal with all matters related to the Consultant's performance of the Services on *Registry's* behalf. Throughout the duration of this engagement with the University, one or more of the principals of the *Registry* shall be available to provide strategic advice to the Assigned Member's contact at University, and, if requested, to the Board of Trustees. The scope of these Services as described herein are inextricably bundled and cannot be disaggregated. The parties may agree to an expansion of the services from those set forth in the **EXPECTATIONS DOCUMENT**. Upon such agreement, such services will become Services hereunder for the fee agreed to therefore by the parties.

**2. Obligations of Texas A&M University- San Antonio:** (a) The University will provide adequate working conditions and clerical assistance and supplies as the University deems necessary for *Registry* to perform its obligations under this Agreement.

(b) Payment in consideration of this Agreement shall be in the amount of an annualized consultant's fee of \$175,000.00 + a 33% *Registry* fee of \$57,750.00 to be paid monthly, by Texas A&M University- San Antonio to the *Registry* in the amount of \$19,395.83: \$14,583.33 for Charles J. Fey and \$4,812.50 for *Registry* fee. In addition, Charles J. Fey will also be provided a monthly housing stipend up to \$1500 (or amount TBD) payable through *Registry* as well as a total of up to \$3,000.00 reimbursement for reasonable travel related expenses to arrive at the beginning of the assignment and to depart at the conclusion of the assignment. Such payments are subject to change only upon the written concurrence of both parties to this Agreement. Subject to the Texas Prompt Act, University agrees to remit to *Registry* and with proper monthly invoices, the amount due each month. It is anticipated by the parties that the annual consultant's fee and the administrative fee will be increased by agreement of the parties in the case of multiple-year engagements and/or extended periods of engagement and the parties agree to negotiate one such increase every twelve months in good faith. In the event University requests and authorizes additional services of *Registry* as provided under Section 1 of this Agreement, *Registry* shall submit an invoice to the University on or about the first of each month that succeeds the performance of said Services, detailing expenses and consulting fees incurred during the preceding month. Subject to the Texas Prompt Act, University agrees to pay and/or reimburse *Registry* within thirty (30) days after receipt of each properly documented invoice for such expenses or consulting fees. In addition, payment for interim services rendered will be made by *Registry* after *Registry* receives funds from the college/university client expressly allocated for services rendered by the Consultant.

(c) University acknowledges that the exclusive placement of Consultant through the *Registry* to University is of benefit to University, (i) it is of benefit to the University that Assigned Member's fitness for and match with the University's needs have been determined by the *Registry* and (ii) it is of benefit to the University that the *Registry* be positioned to perform the Services through the Consultant (and Assigned Member) without the distractions and additional challenges provided by eligibility for the Assigned Member's permanent placement at University. Accordingly, University agrees that it will not, for a minimum period of the later of two years from (i) the last day of *Registry's* service at the University under this or any subsequent agreement or (ii) the effective date of the Consultant's resignation from the *Registry* (as acknowledged by the *Registry*), consider the Consultant or its Assigned Member for any position or

professional relationship (whether as an employee, a consultant or otherwise) other than under *Registry* auspices.

(d) The University acknowledges that the promises and restrictive covenant that the University is providing in this Agreement are reasonable and necessary for the protection of *Registry*'s and its clients' legitimate interests and that *Registry* would not have entered into this Agreement in the absence of such promises and covenants. If, at any time, the provisions of this Section 2 shall be determined to be invalid or unenforceable, by reason of being vague or unreasonable as to area, duration or scope of activity, this Section 2 shall be considered divisible and shall become and be immediately amended to only such area, duration and scope of activity as shall be determined to be reasonable and enforceable by the court or other body having jurisdiction over the matter; and the University agrees that this Section 2(d) as so amended shall be valid and binding as though any invalid or unenforceable provision had not been included herein. In the event of a breach or material and substantial preparation of a breach of this Section 2 by the University, University agrees, without waiving sovereign immunity, that *Registry* shall be entitled to apply for injunctive relief in a court of appropriate jurisdiction to remedy any such breach or material and substantial preparation of a breach, the University acknowledging that damages may be inadequate and insufficient. In addition, upon a breach or material and substantial preparation of a breach of this Section 2 by the University, *Registry* may cease providing Services required by this Agreement.

**3. Term:** The effective dates of this Agreement shall be August 7, 2023 through January 31, 2024 or, until terminated by either party giving thirty (30) days' notice in writing to the other party (with Assigned Member being copied). Upon such termination, subject to the Texas Prompt Act and upon receipt of properly documented invoices, the University shall pay *Registry* all amounts due for Services performed and expenses incurred to the effective date of termination. If termination is for cause, payment will cease on the date of notice of termination given. The Term may be extended by mutual agreement through an amendment signed by both parties.

**4. Status and Relationship of the Parties.** The Assigned Member shall be considered an employee only of the Consultant.

(a) It is expressly agreed and understood that for all purposes, the Consultant shall, at all times, act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of *Registry* or the University and the *Registry* shall at all times act strictly and exclusively as an independent contractor and shall not be considered, under the provisions of this Agreement or otherwise, an employee, agent, servant, partner or joint venturer of the University. The Assigned Member shall be considered an employee of the Consultant. It is further agreed that the Consultant shall have full and direct responsibility for compliance with respect to the Assigned Member and the Services with all federal, state and local requirements pertaining to taxes and other obligations of employers, including without limitation Social Security taxes, unemployment insurance, workers' compensation, and comparable matters. Consultant has acknowledged to *Registry* that all such obligations are the Consultant's sole responsibility and that it complies with, and will continue to comply with, all laws and regulations regarding the withholding and payment of so-called

payroll taxes and charges, including, without limitation, FICA, FUTA and state unemployment withholding taxes. Consultant has represented that it is exempt from an obligation in the state in which the Services are performed to carry workers' compensation insurance (or provide self-insurance) for the Assigned Member or, if not so exempt, covenants that it will provide *Registry* with a certificate of insurance evidencing workers' compensation coverage.

(b) *Registry* acknowledges that it is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of the University or to bind University in any manner.

(c) *Registry* acknowledges that it is not entitled to any benefits, coverages or privileges applicable to employees, including, without limitation, medical, dental or life insurance coverage, workers' compensation coverage or participation in any University retirement plan. *Registry* agrees not to make any claim of entitlement to any such plan or program. All such benefits, if any, are the Consultant's sole responsibility.

(d) The Services being provided are part of a business in which *Registry* is customarily engaged as an independently established business (either as a sole proprietorship, limited liability entity, partnership or other entity), separate from and unrelated to the University's business. The Consultant has agreed to provide the University with the Consultant's business card and website address, if available, prior to the commencement of the Services. The *Registry's* website is [www.registryinterim.com](http://www.registryinterim.com).

(e) *Registry* performs, and will perform, the Services according to a schedule it maintains, free from the University's control and direction with respect to the manner in which the Services are performed. The parties agree that any Services provided by *Registry* in connection with the placement of Consultant with the University, are not and will not comprise supervision by the *Registry* of the Services.

(f) In the event that the definition of "employee" or "contractor" under the Internal Revenue Code of 1986, as amended and as interpreted by the Internal Revenue Service, or under applicable state law, is amended such that *Registry* becomes an employee of the University under applicable law, the parties agree that they will take such action as is necessary to ensure *Registry's* continued status as an independent contractor or will terminate this Agreement.

**5. Confidentiality.** The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (a) appropriate stamp or markings on the document exchanged, or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (a) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (b) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information

confidential; (c) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (d) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

## **6. Miscellaneous.**

**A.)** This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof; *provided however* that it is meant to be read in conjunction and consistently with the placement agreement between *Registry* and Consultant relating to the performance of the Services. It shall supersede all prior agreements or understandings between the University and *Registry* or their agents, whether oral or written. Amendments to this Agreement may be proposed in writing by either party hereto and shall be deemed rejected unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

**B.)** If any one or more of the provisions contained in this Agreement is held illegal or unenforceable by any court of competent jurisdiction, the other provisions shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**C.)** None of the parties will be liable for delays or failure in its performance hereunder, (other than the payment of monies) to the extent such delay or failure is caused by any act of God, war, pandemic, natural disaster, strike, lockout, labor dispute, work stoppage, fire, third-Party criminal act or act of government, or any other event beyond the reasonable control of that Party, provided that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch

whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s). Upon prompt notice of such event, all obligations under this Agreement shall be suspended for the duration of the Force Majeure event.

**D.)** The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

**E.)** The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

**F.)** Intentionally Deleted.

**G.)** This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

**H.)** The parties agree that any termination of this Agreement shall not release nor discharge the parties from their respective obligations specified in Sections 2(d) and 3 through 6 of this Agreement, which shall survive termination or expiration of this Agreement in accordance with their terms.

**I.)** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of University to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on University's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on University except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by University nor any other conduct, action, or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity.

**J.)** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. University and Registry can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

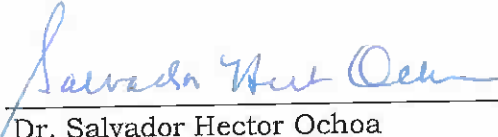
**UNIVERSITY:** Texas A&M University-San Antonio  
One University Way  
San Antonio, Texas 78224  
Attention: Jessica Loudermilk  
Chief of Staff & Associate Vice President  
Phone: 210-784-1612  
Email: [jloudermilk@tamusa.edu](mailto:jloudermilk@tamusa.edu)

**REGISTRY:** Collegiate Enterprise Solutions, LLC  
Three Centennial Drive Peabody, MA 01960  
Attention: Amy Lauren Miller, Vice President  
Phone: 978-532-4090  
Email: [amy@registryinterim.com](mailto:amy@registryinterim.com)

**K.)** incorporate by reference is the attached Appendix A, additional Texas A&M University-San Antonio Terms.

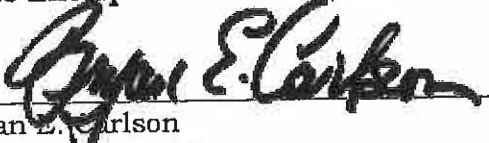
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first written above.

**Texas A&M University- San Antonio**

By:   
Dr. Salvador Hector Ochoa  
President

August 4, 2023  
Date

**Collegiate Enterprise Solutions, LLC**

By:   
Bryan E. Carlson  
President and COO

4 August 2023  
Date

**Appendix A**  
**Texas A&M University-San Antonio Terms and Conditions**

**1. AUTHORITY TO CONTRACT**

Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.

**2. NON-ASSIGNMENT**

**Non-Assignment.** “Collegiate Enterprise Solutions, LLC” shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the “University”

**3. PAYMENT TERMS/PROMPT PAYMENT**

The “University’s “payment shall be made in accordance with Chapter 2251, *Texas Government Code* (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

**4. REPRESENTATIONS & WARRANTIES**

**Representations & Warranties.** If “Collegiate Enterprise Solutions, LLC” is a business entity, “Collegiate Enterprise Solutions, LLC” warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of “Collegiate Enterprise Solutions, LLC” has been duly authorized to act for and bind “Collegiate Enterprise Solutions, LLC”.

**5. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS**

“Collegiate Enterprise Solutions, LLC” represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. “Collegiate Enterprise Solutions, LLC” acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

**6. COMPLIANCE WITH LAWS**

Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

**7. DELINQUENT CHILD SUPPORT OBLIGATIONS**

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, “Collegiate Enterprise Solutions, LLC” certifies that it is not



ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

## **8. DISPUTE RESOLUTION (CHAPTER 2260)**

To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the “University” and “Collegiate Enterprise Solutions, LLC” to attempt to resolve any claim for breach of contract made by “Collegiate Enterprise Solutions, LLC” that cannot be resolved in the ordinary course of business. “Collegiate Enterprise Solutions, LLC” shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of [MEMBER], who shall examine “Collegiate Enterprise Solutions, LLC’s” claim and any counterclaim and negotiate with “Collegiate Enterprise Solutions, LLC” in an effort to resolve the claim. This provision and nothing in this Agreement waives the University’s sovereign immunity to suit or liability, and the “University” has not waived its right to seek redress in the courts.

## **9. GOVERNING LAW**

The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

## **10. INSURANCE**

**Insurance.** “Collegiate Enterprise Solutions, LLC” acknowledges that, because the “University” is an agency of the state of Texas, liability for the tortious conduct of employees of the “University” or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers’ compensation insurance coverage for employees of the University is provided by the A&M SYSTEM as mandated by the provisions of Chapter 502, Texas Labor Code. The “University” shall have the right, at its option, to (a) obtain liability insurance protecting the “University” and its employees and property insurance protecting the “University’s” buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (b) self-insure against any risk that may be incurred by the “University” as a result of its operations under the Agreement.

## **11. LIMITATIONS OR NON-WAIVER**

**Limitation.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of the “University” to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on the “University’s” property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”). Terms and conditions related to the Limitations will not be binding on the “University” except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by the “University” nor any other conduct,

action, or inaction of any representative of the “University” relating to this Agreement constitutes or is intended to constitute a waiver of the “University” or the state’s sovereign immunity.

## **12. NOT ELIGIBLE FOR REHIRE**

“Collegiate Enterprise Solutions, LLC” is responsible for ensuring that its employees involved in any work being performed for the “University” under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event the “University” becomes aware that “Collegiate Enterprise Solutions, LLC” has a NEFR Employee involved in any work being performed under this Agreement, [MEMBER] will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by the “University”.

## **13. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE**

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, “Collegiate Enterprise Solutions, LLC” agrees that any payments owing to “Collegiate Enterprise Solutions, LLC” under this Agreement may be applied directly toward certain debts or delinquencies that “Collegiate Enterprise Solutions, LLC” owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

## **14. PUBLIC INFORMATION ACT**

“Collegiate Enterprise Solutions, LLC” acknowledges that the University” is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon the “University’s” written request, “Collegiate Enterprise Solutions, LLC” will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of the “University” to the “University” in a non-proprietary format acceptable to the “University” that is accessible by the public. “Collegiate Enterprise Solutions, LLC” acknowledges that the “University” may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and “Collegiate Enterprise Solutions, LLC” agrees that this Agreement can be terminated if “Collegiate Enterprise Solutions, LLC” knowingly or intentionally fails to comply with a requirement of that subchapter.

## **15. VENUE**

Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against the “University” is to be in the county in which the principal office of the “University’s” governing officer is located.

## **16. USE OF NAME**

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the

other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

## **17. DATA PRIVACY**

**Data Privacy.** “Collegiate Enterprise Solutions, LLC” shall hold [MEMBER]’s data in confidence. “Collegiate Enterprise Solutions, LLC” shall only use or disclose [MEMBER]’s data for the purpose of fulfilling “Collegiate Enterprise Solutions, LLC’s” obligations under this Agreement, as required by law, or as otherwise authorized in writing by the “University”. “Collegiate Enterprise Solutions, LLC” shall restrict disclosure of the “University’s” data solely to those employees, subcontractors or agents of “Collegiate Enterprise Solutions, LLC” that have a need to access the “University’s” data in order for “Collegiate Enterprise Solutions, LLC” to perform its obligations under this Agreement. “Collegiate Enterprise Solutions, LLC” shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on “Collegiate Enterprise Solutions, LLC” in this Agreement. “Collegiate Enterprise Solutions, LLC” shall, within two (2) business days of discovery, report to the “University” any use or disclosure of the “University’s” data not authorized by this Agreement or in writing by the “University”. “Collegiate Enterprise Solutions, LLC’s” report must identify: (a) the nature of the unauthorized use or disclosure, (b) the “University” data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what “Collegiate Enterprise Solutions, LLC” has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action “Collegiate Enterprise Solutions, LLC” has taken or will take to prevent future similar unauthorized use or disclosure. “Collegiate Enterprise Solutions, LLC” shall provide such other information, including a written report, as reasonably requested by the “University”. “Collegiate Enterprise Solutions, LLC” must promptly notify the “University” of any legal request for the “University’s” data from a third party and take (and assist “University” in taking) appropriate steps not to disclose such “University” data. Within thirty (30) days of the expiration or termination of this Agreement, “Collegiate Enterprise Solutions, LLC”, as directed by the “University”, shall return all the “University’s” data to the “University” in its possession (or in the possession of any of its subcontractors or agents) or delete all such “University” data if return is not feasible. “Collegiate Enterprise Solutions, LLC” shall provide the “University” with at least ten (10) days’ written notice of “Collegiate Enterprise Solutions, LLC’s” intent to delete such “University” data, and shall confirm such deletion in writing.

## **18. HUB SUBCONTRACTING**

It is the policy of the state of Texas and the “University” to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in the “University” contracting and purchasing. “Collegiate Enterprise Solutions, LLC” has indicated it will not subcontract any of its duties or obligations under this Agreement. If “Collegiate Enterprise Solutions, LLC” will subcontract any of its duties and obligations under this Agreement, “Collegiate Enterprise Solutions, LLC” will be required to provide prior written notice to the “University” and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

## **19. INDEMNIFICATION**

“Collegiate Enterprise Solutions, LLC” shall indemnify and hold harmless the A&M SYSTEM, the “University”, and their regents, employees and agents (collectively, the “A&M System Indemnites”)

from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnities arising out of any acts or omissions of “Collegiate Enterprise Solutions, LLC” or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

## **20. LOSS OF FUNDING**

Performance by the “University” under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, the “University” will issue written notice to “Collegiate Enterprise Solutions, LLC” and the “University” may terminate this Agreement without further duty or obligation hereunder. “Collegiate Enterprise Solutions, LLC” acknowledges that appropriation of funds is beyond the control of the “University”. In the event of a termination or cancellation under this Section, the “University” will not be liable to “Collegiate Enterprise Solutions, LLC” for any damages that are caused or associated with such termination or cancellation.

## **21. PRIOR EMPLOYMENT**

“Collegiate Enterprise Solutions, LLC” acknowledges that Section 2252.901, Texas Government Code, prohibits the “University” from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by the “University” during the twelve (12) month period immediately prior to the effective date of the Agreement. If “Collegiate Enterprise Solutions, LLC” is an individual, by signing this Agreement, “Collegiate Enterprise Solutions, LLC” represents and warrants that it is not a former or retired employee of the “University” that was employed by the “University” during the twelve (12) month period immediately prior to the effective date of the Agreement.

## **22. STATE AUDITOR’S OFFICE OF RIGHT TO AUDIT**

“Collegiate Enterprise Solutions, LLC” 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. “Collegiate Enterprise Solutions, LLC” agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. “Collegiate Enterprise Solutions, LLC” will include this provision in all contracts with permitted subcontractors.

## **23. VERIFICATION REGARDING BOYCOTTING ENERGY COMPANIES**

To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, “Collegiate Enterprise Solutions, LLC” verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. “Collegiate Enterprise Solutions, LLC” acknowledges this Agreement may be terminated and payment withheld of this verification is inaccurate.

#### **24. VERIFICATION REGARDING DISCRIMINATION AGAINST FIREARM ENTITIES**

To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, “Collegiate Enterprise Solutions, LLC” verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

#### **25. CERTIFICATION REGARDING BOYCOTTING ISRAEL**

To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, Collegiate Enterprise Solutions, LLC certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. Collegiate Enterprise Solutions, LLC acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

#### **26. CONFLICT OF INTEREST**

Collegiate Enterprise Solutions, LLC certifies, to the best of its knowledge and belief, that no member of the A&M SYSTEM Board of Regents, nor any employee of Member or A&M SYSTEM, has a direct or indirect financial interest in Collegiate Enterprise Solutions, LLC or in the transaction that is the subject of the Agreement.

**Appendix B**  
**EXPECTATIONS DOCUMENT**  
***Statement of Work***

**Interim Vice President for Student Success & Engagement (IVPSSE)**  
**Texas A&M University-San Antonio (TAMUSA)**

The Registry Interim Vice President for Student Success & Engagement (IVPSSE) is an independent contractor and consultant responsible for the following deliverables that encompass the execution of certain inherent duties and tasks—specifically, the Registry IVPSSE shall be expected to:

1. Fulfill and execute the duties and responsibilities delineated in the institution's job description.
2. Advise and collaborate with cabinet-level (esp. academic affairs) administrators and appropriate University offices to accurately assess TAMUSA student retention and graduation rates.
3. Consult, cooperate, and collaborate with cabinet-level (esp. academic affairs) and collegiate administrators to develop and implement initiatives to improve recruitment, retention, and success of students. During such efforts, play particular attention to processes and programs that will support the Hispanic Serving and first generation-student missions of TAMUSA.
4. Explore and consider implementation of initiatives to improve engagement and success of commuter and Pell-eligible students, particularly those that must work while attending TAMUSA.
5. Study and recommend to the president, university organizational changes that may enhance service to and engagement of TAMUSA students.
6. Assess the preparedness and capabilities of SSE staff to best serve the needs of TAMUSA students and mentor direct reports as appropriate.
7. Develop and initiate efforts to improve morale and coherence throughout the SSE staff and associated units.
8. Collaborate with the Title IX unit and leadership to assist relevant student needs.
9. As requested, assist the president in the recruitment and onboarding of a permanent VPSSE.
10. Perform additional duties as required by the president or other duly authorized representatives.