

**Master Agreement Pertaining to Joint Employees
between
Texas A&M University – San Antonio
and
Texas A&M AgriLife Research**

This Master Agreement Pertaining to Joint Employees (“Agreement”) is entered into between **Texas A&M AgriLife Research** (“AgriLife”) and **Texas A&M University – San Antonio** (“University”) each a member of The Texas A&M University System (“TAMUS”), and AgriLife an agency of the State of Texas. AgriLife and University may also be collectively referred to herein as “Parties” and individually as “Party.”

RECITALS & PURPOSE

University and AgriLife currently each employ or may in the future employ certain employee(s) that serve as faculty and focus a portion of their time on research activities.

University and AgriLife wish to strengthen their already-existing collaborative research and educational activities and therefore agree to jointly share the position(s) held by certain employee(s) (hereafter each a “Joint Position” or collectively the “Joint Positions”) as further provided herein.

The Parties intend this Agreement to define the framework for their interactions and their agreements and understandings specific to Joint Positions which will be identified at a later date.

AGREEMENT

In consideration of the foregoing and the mutual covenants and conditions contained herein, the Parties agree as follows:

1. GENERAL

1.1 From time to time University and AgriLife may identify an employee of either University or AgriLife that the Parties desire to serve in a Joint Position. Specifically, AgriLife may desire to have an employee of University focus a portion of his/her employment efforts to research related activities on behalf of AgriLife, or University may desire to have an employee of AgriLife focus a portion of his/her employment efforts on teaching and related responsibilities at University.

1.2 If the Parties identify an employee to serve in a Joint Position, the Parties will execute an Appendix to this Agreement that will set out the specific details of the Parties’ agreement as related to that specific Joint Position, including, but not limited to, allotment of the employee’s teaching and research efforts, apportionment of expenses between the Parties, and supervision responsibilities. A new Appendix, numbered sequentially, will be negotiated and executed by the Parties for each Joint Position and shall be in a form substantially similar to that of Exhibit A attached hereto. Each future fully executed Appendix is incorporated herein by reference and

made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any subsequently executed Appendix, the terms of the Appendix will govern.

2. JOINT POSITION ADMINISTRATION AND MANAGEMENT

2.1 Notwithstanding anything herein or in a subsequent Appendix to this Agreement, for administrative purposes, an employee holding a Joint Position will be considered a full-time employee of the Party that issues the employee's salary, insurance benefits and fringe (the "Official Employer").

2.2 The Official Employer will have the lead responsibility for (a) documenting any personnel issues, and (b) physical submission of annual performance evaluations as may be applicable for the Joint Position. An annual review and any other reviews (e.g. for merit pay increases) shall be scheduled and conducted by the Official Employer after consulting with the Joint Position's supervisor at the other Party and obtaining the supervisor's comments and feedback regarding employee's performance. The other Party's comments, if any, shall be included as part of the Joint Position's review(s). The other Party shall have the right to have its supervisor be present in person or by phone during Joint Position's review(s) if he/she desires. Promotion(s), if any, for a Joint Position must be agreed to by both Parties. The Parties will keep each other advised and confer as necessary regarding any unsatisfactory performance by a Joint Position.

2.3 Foregoing notwithstanding, a Joint Position will be required to comply with TAMUS' and each respective Party's rules, regulations and procedures as applicable in carrying out the duties of the position.

2.4 Performance expectations of a Joint Position are the same that apply to other faculty at both institutions.

2.5 The Parties shall mutually agree on termination of a Joint Position if termination is contemplated, provided however, that the Official Employer can unilaterally terminate the employee if required to do so by a policy. In such event, Official Employer shall notify the other Party of its intention to terminate the Joint Position as soon as reasonably practicable.

3. JOINT POSITION FUNDING AND FINANCIAL OBLIGATIONS

3.1 Official Employer will provide to Joint Position his/her compensation, health insurance, life insurance, and other employee benefit plans of the Official Employer or TAMUS (collectively "Compensation") on the terms and conditions set forth by Official Employer and corresponding with current applicable institution, TAMUS and State policies.

3.2 Additionally, Official Employer will:

- a. pay all premiums and other contributions with respect to the Compensation as they apply to Joint Position;
- b. pay all taxes and assessments due with respect to Joint Position and/or the Compensation; and

- c. comply with any employer obligations with respect to Joint Position under applicable federal, state and local laws and regulations (including without limitation any obligation to maintain workers' compensation insurance, unemployment insurance, disability insurance or any similar insurance coverage with respect to Joint Position).

3.3 The Party who is not the Official Employer will reimburse the Official Employer for a portion of the Joint Position's Compensation as detailed in the relevant Appendix to this Agreement.

3.4 Any other support costs (i.e. travel expenses, administrative costs, etc.) incurred by a Party as a result of the Joint Position will be borne by the Party incurring same.

4. ADMINISTRATION OF AWARD FUNDS AND DIVISION OF INDIRECT COSTS

4.1 It is expected that a Joint Position will submit, as Principal Investigator or with others as Co-Investigator, proposals to obtain funding awarded by a third party pursuant to a grant, cooperative agreement, and/or contract for research to be carried out, in whole or in part, by the Joint Position ("Sponsored Award"). A Joint Position may submit proposals to obtain Sponsored Awards in the name of either Party in accordance with each respective Party's policies.

4.2 All indirect costs ("IDC") recovered through Sponsored Award(s), on which the Joint Position is the sole Principal Investigator, shall be shared by the Parties in proportionate percentage to each Party's allocated Joint Position effort (as detailed in the relevant Appendix), regardless of whether the Sponsored Award is awarded to University or AgriLife.

4.3 If Joint Position is a Co-Investigator on a Sponsored Award, the Principal Investigator, in consultation with the Co-Investigator(s), will determine each investigators' participation/percent of effort on the project. IDC apportioned to Joint Position and recovered through the Sponsored Award shall be shared by the Parties in proportionate percentage to each Party's allocated Joint Position effort (as detailed in the relevant Appendix). IDC apportioned to other project investigators shall be recovered by the Party employing the investigator.

The following is an example of an IDC split based on a percentage of effort being 51% to University and 49% to AgriLife.

PROJECT PIs:	% OF EFFORT*	IDC SPLIT:
Joint Position ("JP") is sole PI	% of effort of JP = 100%	University = 51% AgriLife = 49%
Joint Position is co-PI with other University PI(s)	% of effort of JP = 50% % of effort of University PIs = 50%	University = 75.5% IDC AgriLife = 24.5% IDC (49% of JP effort)
Joint Position is co-PI with other AgriLife PI(s)	% of effort of JP = 25% % of effort of AgriLife PIs = 75%	University = 12.75% IDC (51% of JP effort) AgriLife = 87.25% IDC

* % of effort to be determined by lead PI and agreed to be all co-PIs

4.4 Each Party shall be free to use the IDC received by that Party to fund any program of that Party, or to spend it as the Party deems appropriate in its sole discretion in accordance with University or AgriLife IDC policy.

4.5 IDC to be shared by the Parties and distribution of same will be calculated on the actual amount of IDCs paid by the sponsor(s), not on any projected IDCs to be recovered and/or reflected on Joint Position's proposed project budget and/or submitted proposal.

4.6 All IDCs due and owing from the Party receiving the Sponsored Award ("Lead Organization") to the other Party ("Receiving Organization") pursuant to this Agreement will be calculated and made to the Receiving Organization by the Lead Organization annually at the end of each fiscal year. Lead Organization will provide a detailed accounting of IDCs collected to the Receiving Organization upon request.

4.7 The Lead Organization will be responsible for any and all costs incurred in the administration of the Sponsored Award.

4.8 For the avoidance of doubt, any funding provided to the Joint Position solely and directly by University or solely and directly by AgriLife for research or otherwise will be managed by the Party providing the funding through its appropriate channels and will not be subject to this Agreement.

5. INTELLECTUAL PROPERTY & PUBLICATIONS

5.1 "Intellectual Property" means all inventions or discoveries, including without limitation, electronic or otherwise, technical information, know-how, copyrights, patents and trade secrets, ideas, thoughts, concepts, processes, techniques, data, development tools, models, drawings, specifications, prototypes, inventions and software, whether or not patentable, that is authored or conceived and reduced to practice by Joint Position while performing duties of the position.

5.2 Subject to any rights of third parties/sponsor(s), ownership of Intellectual Property shall be determined in accordance with TAMUS Policy 17.01, *Intellectual Property Management and Commercialization*.

5.3 If Employee is the lead inventor on the disclosure submitted to Texas A&M Innovation ("TI") with regard to any new Intellectual Property, AgriLife, through TI, shall take the lead in protecting, managing, and licensing the Intellectual Property, unless otherwise agreed to by the Parties in writing. AgriLife will advise University of any submitted disclosures and provide periodic updates regarding any related commercialization efforts.

5.4 In the event that Intellectual Property is licensed to a third-party, University and AgriLife will share in the member portion of any income (if any) resulting from such licensing, according to the percentage allocated to Joint Position's contribution percentage listed in the Disclosure of Invention/Software submitted to TTC that is attributed to the Intellectual Property that is licensed multiplied by the effort allocated percentage provided in the relevant Appendix, after AgriLife has

recovered any costs associated with the protection, managing and licensing of the Intellectual Property.

6. TERM AND TERMINATION

6.1 The term of this Agreement (“Term”) will commence on June 1, 2024 (“Effective Date”) and will terminate on May 31, 2029 unless sooner terminated as provided herein. Each Appendix executed pursuant to this Agreement shall have a separate term as specified in the Appendix. If this Agreement expires or is terminated prior to the end of the term of an Appendix, the Appendix shall continue in effect and the terms of this Agreement shall continue to govern that Appendix until the term of the Appendix expires or is terminated.

6.2 The Parties may agree to extend the Term by mutual written agreement signed by an authorized representative of each Party.

6.3 This Agreement may be terminated:

- (a) At any time by mutual agreement of the Parties; or
- (b) By either Party, without cause, on thirty (30) days prior written notice to the other Party.

6.4 Either Party may terminate an Appendix on sixty (60) days prior written notice to the other Party in the event that:

- a. The Parties cannot reach mutual agreement on the amount of the Compensation to be paid to the Joint Position; or
- b. The Texas Legislature fails to appropriate or allot the necessary funds, or the Board of Regents fails to allocate the necessary funds to either Party to fund the Joint Position; or
- c. A Party determines that the Joint Position is not performing satisfactorily and that Party has notified the other Party of same.

6.5 An Appendix shall automatically terminate if the Joint Position is terminated, retires, or resigns, or in the event of the employee’s death. An Appendix may also be terminated at any time by mutual agreement of the Parties.

7. MISCELLANEOUS

7.1 **Dispute Resolution.** In the event a dispute arises between the Parties regarding the application or interpretation of any provision of this Agreement or an Appendix or any matter pertaining to the Joint Position, the aggrieved Party shall notify the other Party in writing of the nature of the dispute as soon as reasonably practicable. If the matter cannot be resolved informally within thirty (30) days, the dispute shall be referred to a meeting between a designated officer of each Party. This meeting shall occur within thirty (30) days of the referral. If the

Parties are unable to resolve the dispute within thirty (30) days after the meeting has occurred or if the meeting does not occur, then each Party shall have the right to pursue any and all remedies available at law or in equity.

7.2 Public Information Act. Both Parties are subject to and must strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*.

7.3 Force Majeure. Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, epidemic, pandemic, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.

7.4 Amendments/Waivers. This Agreement and any subsequent, fully executed, Appendices, contain the entire agreement of the Parties with respect to the subject matter hereof. Except as expressly provided herein, this Agreement or an Appendix may be modified or amended by agreement in writing signed by an authorized representative of each Party. No waiver of any provision nor consent to any exception to the terms of this Agreement or any agreement contemplated hereby will be effective unless in writing and signed by an authorized representative of the affected Party and then only to the specific purpose, extent and instance so provided. No failure on the part of a Party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

7.5 Assignment. Neither this Agreement nor any rights or obligations hereunder are assignable by one Party without the express prior written consent of the other Party.

7.6 Headings. The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and do not constitute a part of this Agreement.

7.7 Successors and Assigns; No Third Party Beneficiaries. This Agreement is binding upon and will inure to the benefit of each Party and its successors or assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person or entity any rights or remedies of any nature whatsoever under or by reason of this Agreement.

7.8 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given: (i) immediately when personally delivered; (ii) when received by first class mail, return receipt requested; (iii) one day after being sent for overnight delivery by Federal Express or other overnight delivery service; or (iv) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the Parties will, unless another address is specified by such Party in writing, be sent to the addresses indicated below:

<p>If to AgriLife: Texas A&M AgriLife Research Attn: AgriLife Contract Office AgriLife Administrative Services 578 John Kimbrough Blvd. 2147 TAMU College Station, Texas 77843-2147 Phone: 979-845-7879 Email: contracts@ag.tamu.edu</p>	<p>If to University : Texas A&M University – San Antonio Attn: Deborah Campos-Leon University Operations Texas A&M University – San Antonio One University Way San Antonio, TX 78224</p>
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7.9 Severability. If any provision of this Agreement is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the Parties. All other provisions of this Agreement will be deemed valid and enforceable to the extent possible.

7.10 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles.

7.11 Counterparts/Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures.

Agreed and Accepted:

Texas A&M AgriLife Research

DocuSigned by:

 Signature: _____
 Name: Dr. Cliff Lamb
 Title: Director
 Date: June 8, 2023 | 5:08 PM CDT

Texas A&M University – San Antonio

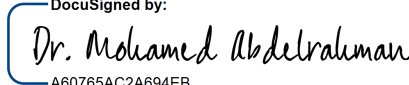
DocuSigned by:

 Signature: _____
 Name: Dr. Mohamed Abdelrahman
 Title: Provost and Senior VP for Academic Affairs
 Date: June 8, 2023 | 2:29 PM CDT

Exhibit A

**APPENDIX # ___ to
Master Agreement Pertaining to Joint Employees
between
Texas A&M University-San Antonio
and
Texas A&M AgriLife Research**

Texas A&M University-San Antonio (“University”) and Texas A&M AgriLife Research (“AgriLife”) hereby append their Master Agreement Pertaining to Joint Employees as follows:

University and AgriLife desire that _____ serve in a Joint Position, and _____ has agreed to do so.

1. TERM & OFFICIAL EMPLOYER

1.1 The term of this Appendix (“Term”) begins on _____ and ends on _____.

1.2 [University *or* AgriLife] shall be the Official Employer of _____ (hereafter “Employee”), and Employee will be considered a full-time employee of [University *or* AgriLife] for administrative purposes.

2. JOINT POSITION DETAILS AND ALLOCATION

2.1 Employee will [have *or* retain] the following title _____.

2.2 _____ percent (___%) of Employee’s responsibilities and effort will be allocated to University for duties assigned by University, with teaching load per Paragraph 2.4 below. _____ percent (___%) of Employee’s responsibilities and effort will be allocated to AgriLife for duties assigned by AgriLife.

2.3 Employee’s time and schedule of work will be coordinated by _____ on behalf of AgriLife, and by _____ on behalf of University, after consulting with Employee, taking into consideration the allocation of effort as specified in Paragraph 2.2. Employee’s time and schedule of work may be modified from time to time as needed by the coordinating individuals named herein, after consulting with Employee. The Parties agree to consider and accommodate, to the extent possible, specific course and research schedules or projects in setting the schedule.

2.4 The teaching load of Employee at University will not exceed ___ credit hours for undergraduate course or ___ credit hours for graduate courses each semester, spring/fall (See: System Policy 12.03, Sec. 3).

3. JOINT POSITION COMPENSATION & PARTIES' CONTRIBUTION

- 3.1 The Parties shall confer and mutually agree on the total amount of salary to be paid to Employee while holding the Joint Position.
- 3.2 The Parties agree that Employee's base salary, beginning on _____, will be \$ _____ [for a nine (9) month appointment *or* annually] and the benefits/fringe rate will meet State requirements. Absent agreement of the Parties as specified in Paragraph 3.3, Employee's salary and fringe rate will remain as provided herein for the Term. *[IF APPLICABLE/9 month appointment* - The Parties agree that Employee may be paid an additional salary for a 2.5 month appointment with AgriLife ("Summer Appointment") the amount of which will be proportionate to the monthly equivalent salary, or as may be later agreed by the Parties. The salary for the Summer Appointment is authorized, but not allocated, and will only be paid if sourced through extramurally funded research program(s) (i.e. Sponsored Award) with Employee as PI.]
- 3.3 The Parties understand and agree that if Employee continues in the Joint Position for the Term, Employee may be entitled to salary increase(s) from time to time. Any increases in Employee's salary or fringe rate during the Term shall be mutually agreed to by the Parties and documented in writing (a formal written agreement is not necessary). Additionally, any increases must meet the requirements and procedures set forth by Official Employer and TAMUS merit procedures.
- 3.4 [AgriLife *or* University] will pay to Official Employer an amount equal to ____ percent (____%) of Employee's Compensation. *[OR IF APPLICABLE/9 month appointment* - [AgriLife *or* University] will provide an amount equal to _____ of Employee's nine month salary and fringe. The remaining _____ of Employee's nine month salary and fringe will be provided by Official Employer.] For Fiscal Year _____, the amount to be paid by [AgriLife *or* University] to Official Employer will be pro-rated based on the dates of the Joint Position: _____ through _____. *[IF APPLICABLE* - Provided that Employee secures extramural research funds (i.e. Sponsored Award(s)) to fund his salary during the Summer Appointment, AgriLife will provide 100% of Employee's Summer Appointment salary and fringe.]
- 3.5 Following the signing of this Appendix, and every fiscal year thereafter during the Term of this Appendix, and provided that Employee continues employment in the Joint Position, [AgriLife *or* University] will provide Official Employer with an account in Workday (or successor software) from which Official Employer can source [AgriLife's *or* University's] share of Employee's Compensation as needed consistent with this Appendix (the "Account").
- 3.6 In the event of Employee's cessation of employment prior to the end of the Term, or in the event of early termination of this Appendix, the Party who is not the Official Employer will be entitled to a pro-rated reimbursement of any amounts sourced by the Official Employer from the Account pursuant to this Appendix which constitute more than that

Party’s portion of Compensation as of the date of termination. In the event this Appendix is terminated early, the Official Employer will be solely responsible for all employee Compensation after the date of termination provided the employee remains employed by Official Employer.

4. JOINT POSITION SUPERVISION

4.1 Employee will be jointly supervised by _____ on behalf of University and by _____ on behalf of AgriLife (each a “Supervisor”). Either Party may replace its respective Supervisor at any time and shall endeavor to notify the other Party of any such change as soon as reasonably practicable.

5. MISCELLANEOUS

5.1 *(Optional – Add any additional relevant terms as needed.)*

This Appendix may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Appendix by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures.

Agreed and Accepted:

Texas A&M AgriLife Research

Texas A&M University-San Antonio

Signature: **SAMPLE - DO NOT SIGN**
Name: _____
Title: _____
Date: _____

Signature: **SAMPLE - DO NOT SIGN**
Name: _____
Title: _____
Date: _____

**APPENDIX # 1 to
Master Agreement Pertaining to Joint Employees
between
Texas A&M University-San Antonio
and
Texas A&M AgriLife Research**

Texas A&M University – San Antonio (“University”) and Texas A&M AgriLife Research (“AgriLife”) hereby append their Master Agreement Pertaining to Joint Employees as follows:

University and AgriLife desire that Jose R. Valdez Barillas serve in a Joint Position, and Jose R. Valdez Barillas has agreed to do so.

1. TERM & OFFICIAL EMPLOYER

- 1.1 The term of this Appendix (“Term”) begins on June 1, 2024 and ends on May 31, 2027, i.e. a three-year term.
- 1.2 University shall be the Official Employer of Jose R. Valdez Barillas (hereafter “Employee”), and Employee will be considered a full-time employee of University for administrative purposes.

2. JOINT POSITION DETAILS AND ALLOCATION

- 2.1 Employee will retain the following title: Associate Professor of Biology.
- 2.2 During the nine-month academic year, one-hundred percent (100%) of Employee’s responsibilities and effort will be allocated to University for duties assigned by University, with teaching load per Paragraph 2.4 below, while zero percent (0%) of Employee’s responsibilities and effort will be allocated to AgriLife for duties assigned by AgriLife. In contrast, during the summer months, zero percent (0 %) of Employee’s responsibilities and effort will be allocated to University for duties assigned by University, with teaching load per Paragraph 2.4 below, and one-hundred percent (100%) of Employee’s responsibilities and effort will be allocated to AgriLife for duties assigned by AgriLife.
- 2.3 Employee’s time and schedule of work will be coordinated by the Uvalde Research and Extension Center Director, currently Daniel I. Leskovar, on behalf of AgriLife, and by Marvin Lutnesky on behalf of University, after consulting with Employee, taking into consideration the allocation of effort as specified in Paragraph 2.2. Employee’s time and schedule of work may be modified from time to time as needed by the coordinating individuals named herein, after consulting with Employee. The Parties agree to consider and accommodate, to the extent possible, specific course and research schedules or projects in setting the schedule.

2.4 During the nine-month academic year, the teaching load of Employee at University will not exceed 9 credit hours for undergraduate courses or 9 credit hours for graduate courses each semester, spring/fall (*See: System Policy 12.03, Sec. 3*). With the exception of off-load directed study or thesis courses, Employee will not teach at University during summer months.

3. JOINT POSITION COMPENSATION & PARTIES' CONTRIBUTION

3.1 The Parties shall confer and mutually agree on the total amount of salary to be paid to Employee while holding the Joint Position.

3.2 The Parties agree that Employee's base salary, beginning on June 1, 2024, will be \$70,602.34 for a nine (9) month appointment and the benefits/fringe rate will meet State requirements. Absent agreement of the Parties as specified in Paragraph 3.3, Employee's salary and fringe rate will remain as provided herein for the Term. The Parties agree that Employee may be paid an additional salary for a 2.5 month appointment with AgriLife ("Summer Appointment") the amount of which will be proportionate to the monthly equivalent salary, or as may be later agreed by the Parties. The salary for the Summer Appointment is authorized, but not allocated, and will only be paid if sourced through extramurally funded research program(s) (i.e. Sponsored Award) with Employee as PI.

3.3 The Parties understand and agree that if Employee continues in the Joint Position for the Term, Employee may be entitled to salary increase(s) from time to time. Any increases in Employee's salary or fringe rate during the Term shall be mutually agreed to by the Parties and documented in writing (a formal written agreement is not necessary). Additionally, any increases must meet the requirements and procedures set forth by Official Employer and TAMUS merit procedures.

3.4 AgriLife will pay to Official Employer up to an amount equal to 25% of Employee's nine month salary and fringe for summer salary, while 100% of Employee's nine month salary and fringe will be provided by Official Employer. For Fiscal Year 2024, the amount to be paid by AgriLife to Official Employer will be pro-rated based on the dates of the Joint Position: June 1, 2024 through August 15, 2024.

3.5 Following the signing of this Appendix, and every fiscal year thereafter during the Term of this Appendix, and provided that Employee continues employment in the Joint Position, AgriLife will provide Official Employer with an account in Workday (or successor software) from which Official Employer can source AgriLife's share of Employee's Compensation as needed consistent with this Appendix (the "Account").

3.6 In the event of Employee's cessation of employment prior to the end of the Term, or in the event of early termination of this Appendix, the Party who is not the Official Employer will be entitled to a pro-rated reimbursement of any amounts sourced by the Official Employer from the Account pursuant to this Appendix which constitute more than that Party's portion of Compensation as of the date of termination. In the event this Appendix

is terminated early, the Official Employer will be solely responsible for all employee Compensation after the date of termination provided the employee remains employed by Official Employer.

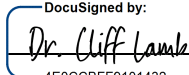
4. JOINT POSITION SUPERVISION

4.1 Employee will be jointly supervised by Marvin Lutnesky on behalf of University and by the Uvalde Research and Extension Center Director, currently Daniel I. Leskovar, on behalf of AgriLife (each a “Supervisor”). Either Party may replace its respective Supervisor at any time and shall endeavor to notify the other Party of any such change as soon as reasonably practicable.

This Appendix may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed to constitute one and the same agreement. The Parties agree that execution of this Appendix by industry standard electronic signature software and/or by exchanging executed signature pages in .pdf format via e-mail shall have the same legal force and effect as the exchange of original signatures.

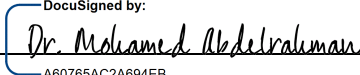
Agreed and Accepted:

Texas A&M AgriLife Research

Signature:  _____
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Name: Dr. Cliff Lamb
Title: Director
Date: June 8, 2023 | 5:08 PM CDT _____

Texas A&M University – San Antonio

Signature:  _____
A60765AC2A694EB...

Name: Dr. Mohamed Abdelrahman
Title: Provost
Date: June 8, 2023 | 2:29 PM CDT _____