

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

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

RECITALS

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

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

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

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

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

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

1. PURPOSE:

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

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

- a. Raising, managing, distributing, and securing funds for all legitimate purposes of the University;
- b. Receiving, investing, distributing and accounting for all funds belonging to the Foundation;
- c. Giving support both materially and through encouragement to the enhancement of the University, its programs, its students, its staff, and its faculty;
- d. Such other purposes as may be appropriate.

2. TERM, MODIFICATIONS, AND TERMINATION

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

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

- 2.03 Either party may terminate this Agreement without cause by giving written notice of termination to the other party at least ninety (90) days prior to the effective date of termination. Either party may terminate this Agreement for cause, if after written notice of a breached term of this Agreement, the breach is not cured within thirty (30) days. Before any termination is exercised by either party, the Parties will use their best efforts to communicate and solve any grievances prior to termination.
- 2.04 In the event of termination, the Parties understand that the Foundation has a fiduciary duty to fulfill its responsibilities and obligations to donors under the terms of the gifts it has received to distribute and expend the funds for the University's benefit.
- 2.05 Upon termination of this Agreement, the Foundation shall:
- a. Cease to use the University Name, or any other University trademark, service mark, name or logo given to it by the University pursuant to Section 8 of this Agreement, to solicit donations or for any other purpose and may not represent to alumni, donors, or the general public that the Foundation is affiliated with the University;
 - b. Provide an accounting to the University of all funds and assets held by the Foundation;
 - c. Transfer to the University, or a 501(c)(3) entity designated by the University, all funds and assets donated to the Foundation (or acquired with funds donated to the Foundation) in accordance with Paragraph 2.06 below, subject to the requirements of donor and grant agreements and applicable law.
- 2.06 Upon termination of the Agreement, the University and Foundation agree to the following processes to facilitate the continuity of University advancement and development activities:
- a. **In-Process Commitments.** All gifts, pledges, grants, proposals, solicitations, and other commitments that are pending, in negotiation,

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

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

- c. **Grants and Sponsored Funding.** For all active or pending grants for which the Foundation is the legal recipient, the Foundation shall provide prompt written notice to the grantor of the termination of this MOU and the resulting change in administrative structure and shall coordinate such notice with the University except where law, sponsor policy, or fiduciary duty requires otherwise. Where permitted by the grantor, the Parties shall jointly request a successor-in-interest or novation agreement transferring the grant to the University or another approved entity. Any unspent or uncommitted grant funds shall be handled in accordance with the grantor's terms, which may include return of funds or application to another mutually agreed purpose.
- d. **Transition of Administration.** The Foundation shall transfer all funds, documentation, reporting obligations, stewardship records, and compliance materials as required by this section within a reasonable period, not to exceed ninety (90) days unless donor or sponsor requirements dictate otherwise. The Foundation shall fulfill all reporting, stewardship, and compliance obligations for commitments it continues to administer, and the University shall assume such obligations for commitments formally transferred to its administration. As to the funds and assets that the Foundation will continue to administer, the Parties acknowledge the Foundation's duty to administer those funds and assets in a prudent manner and consistent with its obligation to use such funds and assets to support the University.
- e. **Donor and Sponsor Communication.** The Parties shall coordinate all communications with donors, prospects, and sponsoring agencies regarding any administrative transition. Neither Party shall unilaterally notify donors or sponsors of changes without prior consultation, except where required by law, sponsor policy, or fiduciary duty. Where donor

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

- f. **Costs and Matching Requirements.** Administrative responsibilities, indirect cost recovery, and any cost-sharing or matching commitments relating to a particular gift, pledge, grant, proposal, solicitation or other commitment shall be the responsibility of the Party who is responsible for administration of such matter as set forth in this section.
- g. **Protection of Donor Intent and Sponsor Requirements.** Nothing in this section shall be interpreted to alter donor intent, restrict the use of funds already committed, or impede fulfillment of obligations to sponsoring agencies. Both Parties acknowledge that continuity of stewardship, compliance, and donor and sponsor confidence is essential to the University's mission.

3. RELATIONSHIP BETWEEN THE PARTIES

- 3.01 The University and the Foundation agree to encourage and foster a cooperative and collaborative relationship between the Parties.
- 3.02 The University recognizes and acknowledges that the Foundation is a separate, independent, not-for-profit, tax-exempt corporation, maintaining direction over its general and fiscal policies, its employees, the management of its affairs, and its operations. Control and disposition of the Foundation's assets are vested in the Board of Trustees of the Foundation ("Trustees"), which has the full authority, responsibility, and fiduciary duty for the acceptance, receipt, deposit, investment, reinvestment, disbursement, and management of all revenues, gifts, contributions, grants, and bequests made to the Foundation.
- 3.03 The University shall be represented on the Foundation's Board of Trustees by the Chair of the University's Board of Regents and the University President ("University Members") as ex officio members of the Board. All University Members shall be classified as "non-voting" Foundation

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

4. THE FOUNDATION'S GENERAL DUTIES AND OBLIGATIONS

- 4.01 The Foundation hereby represents and agrees that, during the term of this Agreement, the Foundation's sole purpose is to provide support to the University for the advancement and general welfare of the educational programs and objectives of the University as approved by the Foundation Board of Trustees.
- 4.02 The Foundation shall use the assets and earnings of the Foundation to support the mission and programming of the University and for payment of necessary and reasonable administrative expenses of the Foundation.
- 4.03 The Foundation shall exercise its best efforts to secure gifts, grants, conveyances, devises, and bequests of funds and property for the benefit of the University.
- 4.04. The Foundation shall plan, direct, coordinate, and conduct fundraising from private sources for the benefit of the University.
- 4.05 The Texas Southern University Foundation President will meet annually with the Texas Southern University President, prior to September 1, to:
- (a) agree on Foundation fundraising targets for each Fiscal Year in support of University programs and objectives; and
 - (b) to determine the remaining schedule of meetings between the two Presidents for the fiscal year to review the Foundation's progress toward the current-year fundraising targets.

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

- 4.06. Quarterly, at a University Board Meeting, the Foundation shall submit a written fundraising report in a format determined collaboratively by the University and Foundation, which itemizes the funds raised directly by the Foundation since the prior board meeting, the source of funds, the Foundation's progress towards its annual target; Foundation assets; and disbursements to external vendors by the Foundation on behalf of the University. The final quarterly report shall be cumulative for the fiscal year, including an accounting of all the year's gifts, donations, fundraising activities, and disbursements.
- 4.07. The Foundation and University agree to exchange financial information, including access to financial database platforms, as appropriate and consistent with state and federal privacy laws, to track fundraising revenue against disbursements, and to annually, prior to September 1, establish a schedule of meetings to regularly reconcile this information.
- 4.08 The Foundation shall maintain investment, asset-allocation, disbursement, spending, auditing and reporting policies and procedures to ensure that its funds are managed in full compliance with all applicable laws and regulations, and in accordance with generally accepted standards of fiduciary prudence, including general accepted accounting principles. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.
- 4.09 The Foundation shall implement reporting and auditing mechanisms to regularly track and document the management, acquisition, and distribution of assets and gifts, ensuring transparency, accountability, and adherence to the established policies and legal requirements.
- 4.10 The Executive Director of the Foundation will confer with the University Department of University Advancement annually, prior to September 1, to establish a meeting schedule to ensure continuing coordination of Foundation and University fundraising activities, reconciliation of financial

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

- 4.11 The Foundation shall provide the University's authorized representative a copy of the Foundation's financial accounts, records and documents for audit purposes within three (3) business days of the University's request.
- 4.12 The Foundation will employ prevailing methods and current technology in its record keeping, reconciliation practices, accounting, and stewardship of the funds held under its management; including the issuance of gift receipts on behalf of the Foundation and the University providing appropriate recognition to the donor.
- 4.13 The Foundation shall not solicit or accept gifts, contracts, grants, conveyances, devices, bequests, or otherwise from any source for a use specified by the donor which are inconsistent with the Foundation and the University's mission and goals.
- 4.14 The Foundation shall maintain policies and procedures for reviewing, accepting, and documenting gifts and donations in accordance with IRS rules and University standards and policies. These policies shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3.
- 4.15 Upon the University's request, the Foundation shall deliver within three (3) business days all non-restricted funds, gifts, and donations given to the Foundation for the benefit of the University. As to restricted funds, Funding requests with appropriate supporting documentation, including the proper University approval shall not be denied by the Foundation. Restricted funds shall be delivered by the Foundation to University within three (3) business days of the University's request. All releases of funds to the University by the Foundation shall be documented and shared with the University's Division of University Advancement in the format necessary to achieve expeditious completion.

- 4.16 The Foundation shall not process funding requests from University departments, personnel or officers without the prior written approval of the University's Division of University Advancement, subject to any conflicting requirements set out in a duly executed gift or grant agreement.
- 4.17 The Foundation agrees and acknowledges that the acceptance of any gifts or donations that are conditional on the part of the University, that require any obligation of the University, or create any future obligation of University resources, including without limitation gifts of real estate, is subject to approval by the University in writing. Further, the Foundation shall advise potential donors that such gifts for the benefit of the University may not be accepted without approval by the University.
- 4.18 The Foundation will establish and maintain a public access website to provide information about the Foundation's mission; a copy of the Foundation's current Bylaws and Policies; most recent 990, as applicable 990T, and financial audit; a list of Foundation employees and Trustees; ways to support the University; and clear contact information.
- 4.19 The Foundation shall complete an annual audit of financial records at the end of the Foundation's fiscal year. The audit shall be performed by an independent certified accounting firm using generally accepting auditing standards. A copy of the final audit report, including all audited financial statements, shall be provided to the University annually 60 days after the audit's approval by the Foundation Board.
- 4.20 The Foundation shall enact and enforce policies and procedures to maintain a system of internal controls over financial reporting and over safeguarding assets against unauthorized acquisition, use, or disposition, and will provide the University with documentation of such internal controls, as shown in the Foundation's annual reports prepared by an independent accounting firm (See paragraph 4.19 above). The internal controls will provide reasonable assurance to the Foundation regarding the reliability of its financial statement and safeguarding of assets. The Foundation will be

responsible for ensuring that its internal control system contains self-monitoring mechanisms, and actions to be taken to correct deficiencies as they are identified by the Foundation's auditors.

- 4.21 The Foundation shall maintain policies and procedures for records retention that ensure orderly management and retrieval of documents. Upon execution of this agreement a copy of the Foundation's records retention policy will be shared with the University. The Foundation will update the copy held by the University annually.
- 4.22 The Foundation shall file the Internal Revenue Service (IRS) Form 990 and, where applicable, the IRS Form 990T on an annual basis. A copy of the IRS Form 990 and, where applicable, IRS Form 990T shall be provided to the University within 60 days of the forms' approval by the Foundation Board.
- 4.23 The Foundation shall reimburse the University for all costs and expenses relating to the use of University's property and personnel as provided in Section 9 of this Agreement.
- 4.24 For the entire term of the Agreement, the Foundation shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. Professional Liability (Errors & Omissions) insurance with limits of not less than \$1,000,000 per claim. All policies must contain a waiver of subrogation against the University. Upon execution of this Agreement, a copy of the Foundation's insurance policy will be shared with the University. The Foundation will update the copy held by the University annually.
- 4.25 The Foundation may be responsible for real property holdings identified by the University or the Foundation from time to time and will actively pursue opportunities for development and land utilization in keeping with the University's mission and purpose.

- 4.26 The Foundation may agree to undertake additional projects, initiatives and programs for the benefit of the University as it may be necessary from time to time to assist the University in achieving its objectives.
- 4.27 The Foundation shall be responsible for creating a privacy policy and maintaining the privacy of its donors in accordance with any data privacy and collection requirements. This policy shall be provided to the University upon execution of this Agreement and annually thereafter consistent with Paragraph 10.3. The Foundation shall provide the University access to constituent and donor data consistent with all state and federal donor privacy laws and the Foundation's 501(c)(3) status.
- 4.28 All subparagraphs in this section, and all terms of this Agreement, shall be construed in a manner that preserves the status of the Foundation as a separate legal entity operating independently of the University.

5 THE UNIVERSITY'S GENERAL DUTIES AND OBLIGATIONS

- 5.01 The University shall provide reasonable office space on or near its campus, as approved by the University's President, to the Foundation for the purpose of carrying out its obligations hereunder and for its general operations on behalf of the University, subject to paragraph 9.03 of this Agreement. This includes utility, wifi/internet, telephone services and office equipment as reasonably needed by the Foundation in carrying out its activities under this Agreement.
- 5.02 The University agrees that University property, personnel and other administrative services may be used to coordinate the activities of the Foundation with the operations of the University, subject to paragraph 9.03 of this Agreement.
- 5.03 The University shall reimburse the Foundation for all costs and expenses relating to the use of Foundation's property and personnel as provided in Section 9 of this Agreement.
- 5.03 The University shall provide access to constituent and donor data, when appropriate and consistent with all state and federal privacy laws, through

the University's Division of University Advancement with the approval of the Vice President for Development and Alumni Engagement t, for the purposes of benefiting the fundraising efforts of the Foundation and the University. The Foundation shall not have access to student data held by the University.

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

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

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

6 TAX EXEMPT STATUS

6.01 The Foundation, as demonstrated in its governing documents, was formed and incorporated as a Texas non-for-profit corporation on December 5, 1968, and recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, as amended. Written notification of any changes in the 501(C)(3) status of the Foundation shall be due immediately after such changes have occurred or when the Foundation has knowledge of upcoming changes. The Foundation agrees not to engage in any activity that will jeopardize its tax-exempt status

and agrees that a loss of tax-exempt status would constitute cause for termination of this Agreement by the University. Upon request of the University, the Foundation agrees to provide an affirmation letter from the IRS Determinations Officer confirming the Foundation's continuing tax-exempt status.

7 ADHERENCE TO THE LAW AND ETHICAL CONDUCT

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

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

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

8 USE OF UNIVERISTY NAME AND TRADEMARKS

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

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

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

- 8.04 The University grants the Foundation a nonexclusive, nontransferable license to use the University Name in connection with its fundraising activities, so long as the Foundation complies with the University's Brand Standards. The University shall deliver its Brand Standards to the Foundation upon execution of this Agreement, and thereafter, at the time of any amendment thereto. The Foundation agrees to comply with the Brand Standards.
- 8.05 The University does not grant any rights or licenses to the Foundation as to any other trademark, service mark, name, or logo of the University other than the University Name as prescribed in Paragraph 8.04, without the written consent of the University President or his/her designee consistent with University Policies and Brand Standards. The University may extend or revoke the license to its Name or any other trademark, service mark, name, or logo of the University given pursuant this Paragraph, with cause upon reasonable notice, in its entirety or as to particular uses by the Foundation. The Foundation shall not delegate the authority to use the University Name or any trademark, service mark, name, or logo of the University given to it pursuant to this Paragraph to any person or entity without the prior written approval of the President of the University or his/her designee.
- 8.06 All correspondence advertisements and other communications from the Foundation must clearly indicate the communication is from the Foundation and not from the University.
- 8.07 The Foundation agrees to cease using the University's Name and any other trademark, service mark, name, or logo of the University given to it pursuant to Paragraph 8.05 of this Agreement in the event:
- a. The Foundation dissolves;
 - b. The University withdraws recognition of the Foundation;

- c. The Foundation ceases to be a non-profit corporation or ceases to be a tax-exempt organization recognized by the Internal Revenue Service as described in Section 501(c)(3) of the Internal Revenue Code;
- d. The University revokes or terminates the license to the University Name and/or other trademark, service mark, name, or logo of the University given to the Foundation pursuant to Paragraph 8.05 of this Agreement;
or
- e. This Agreement is terminated pursuant to the termination clauses contained in Paragraph 2.03; or is expired under Paragraph 2.01.

9 USE OF UNIVERSITY PROPERTY AND PERSONNEL

- 9.01 At all times, the Foundation shall operate as, and in fact be, independent from the University, and its Board of Regents. No board member, officer, or employee of the University or its component institutions will, at the same time, serve as Board of Director, or Trustee of the Foundation. However, such persons may serve as non-voting, ex-officio Foundation Trustees. No board member, officer, or employee of the University or its component institutions will receive personal monetary enrichment from the Foundation except in accordance with Board of Regents and University policies and the express terms of this Agreement.
- 9.02 The Foundation agrees to execute annual written agreements between the Foundation and the University specifying the use of University personnel or property to directly assist in the operation of the Foundation subject to reimbursement and setting forth a reasonable sum or other financial benefit to be paid by the Foundation directly to the University for the assistance rendered by such personnel or the use of such property. All such agreements must be executed by September 1 for the current fiscal year to which it applies.
- 9.03 The Foundation agrees not to make any payments or to provide any loans, remuneration, or benefits, financial or otherwise, including reimbursements

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

10 GENERAL INFORMATION

- 10.01 Upon execution of this Agreement, the Foundation agrees to provide the University a copy of the updated Articles of Incorporation and Bylaws of the Foundation. Any changes to such documents shall be provided to the University within thirty (30) business days after amendment.
- 10.02 Upon execution of this Agreement, the Foundation agrees to provide a current list of names and contact information of all Foundation Trustees and all officers of the Foundation. Any changes to such information shall be provided to the University within thirty (30) days.
- 10.03 The Foundation shall provide the University a complete copy of its written policies upon execution of this Agreement, and thereafter annually at the time of the collaboration meeting referenced in paragraph 10.05 below. All other documentation this Agreement requires the Foundation to annually submit to the University shall be submitted at the annual meeting specified in paragraph 10.05 below, unless a different timeline is provided in this Agreement.

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

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

11 CONFIDENTIALITY

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

12 CONFLICT OF INTEREST

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

- Further, the Foundation shall retain the completed Conflict of Interest questionnaires in accordance with the appropriate record retention policies.
- 12.02 All financial advisors and/or financial service providers of the Foundation shall comply with the Standard of Professional Conduct generally applicable to the profession and as set forth in Board of Regents Policy 55.02, attached hereto as Exhibit B.
- 12.03 The Foundation shall obtain signed forms each year from its outside financial advisors certifying compliance with the conflicts of interest policy of the Foundation. The Foundation shall retain such completed forms and on an annual basis, provide a list of financial advisors (if any) and a statement certifying compliance to the University.
- 12.03 A copy the Foundation’s Conflict of Interest Policy and statement certifying compliance with such policy shall be provided to the University upon execution of this Agreement and annually thereafter.
- 12.04 The Foundation shall not conduct any business with any current University board member, current University board member minority or majority-owned businesses, or family member of any current University board member. Additionally, the Foundation shall not conduct business with any University board member or family member of a University board member who has left the University board within the preceding 12 months.
- 12.05 The University shall not conduct any business with any current Foundation board member, any current Foundation board member minority or majority-owned businesses, or family member of any current Foundation board member. Additionally, the University shall not conduct business with any Foundation board member or family member of a Foundation board member who has left the Foundation board within the preceding 12 months.

13 AUTHORITY TO BIND

- 13.01 Without the prior or written consent of the Foundation, no officer or employee of the University will commit the Foundation to any agreement or expenditure or accept any gift, contribution, grant, or bequest on behalf

of the Foundation. Without prior written consent of the University, the Foundation will not commit the University to any agreement or expenditure on behalf of the University.

14 COMPLIANCE WITH UNIVERSITY GOVERNING BOARD POLICIES

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

15 GOVERNING LAW

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

16 NOTICES

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

To the University:

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

With a copy to:

Office of the General Counsel
Texas Southern University
3100 Cleburne Street, Hannah Hall 340
Houston, TX 77004

To the Foundation:

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

With a copy to:

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

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

17 WAIVER

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

18 SOLE AGREEMENT

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

19 SEVERABILITY

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

20 SURVIVAL

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

21 BOARD APPROVAL

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

{Signature Page to Follow}

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

TEXAS SOUTHERN UNIVERSITY

By: _____
James W. Crawford, III, President

Date: _____

TEXAS SOUTHERN UNIVERSITY FOUNDATION

By: _____
Frazier Wilson, Board Chairman

Date: _____

REVIEWED AS TO FORM BY:

By: _____
Office of the General Counsel
Texas Southern University

Date: _____