



JED Services Agreement For Educational Campus Systems

This Agreement (the “**Agreement**”) is entered into as of the date last signed below (the “**Effective Date**”), by and between The Jed Foundation, a nonprofit corporation, incorporated in New York, with a mailing address at 530 7th Avenue, Suite 801, New York, NY 10018 (“**JED**”), and The Texas A&M University System, a state agency, located at 301 Tarrow St, College Station, TX 77840 (“**A&M System**” or “**School**”) (each also a “**Party**” and collectively, the “**Parties**”). All capitalized terms in this Agreement not otherwise defined herein shall bear the definitions set forth in **Exhibit A**, which is hereby incorporated by reference and made a part of this Agreement.

Recitals

A. JED provides the JED Campus program (“**JED Program**”), a systematic approach that helps schools assess and strengthen their policies, programs, and systems to support emotional well-being and suicide prevention for school students.

B. School wishes to engage its universities to participate in the JED Program, and JED has agreed (subject to the terms and conditions set forth in this Agreement) to make the JED Program available to School’s universities at the following School campuses (“**Campus(es)**”):

Campuses

1. Prairie View A&M University
2. Tarleton State University
3. Texas A&M University-College Station
4. Texas A&M University-Corpus Christi
5. Texas A&M University at Galveston
6. Texas A&M University-Kingsville
7. Texas A&M University-Texarkana
8. Texas A&M University-Central Texas
9. Texas A&M University-San Antonio
10. Texas A&M International University
11. West Texas A&M University

Now, therefore, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, JED and School agree as follows:

I. JED Services; Purpose: JED agrees to provide, pursuant to the terms and conditions of this Agreement, services described in **Exhibit A** (the “**Services**”) relating to the implementation of the JED Program on the



Campuses, which is designed to guide schools through a process of assessing and developing comprehensive systems, programs, and policies to support the emotional well-being of students at School (the “**Purpose**”).

II. Term: The term of this Agreement shall commence on the Effective Date and shall, unless terminated earlier or extended by the Parties in accordance with this Agreement, continue until January 1, 2029 (“**Term**”).

III. Consideration and Fees:

1. In consideration of the Services performed by JED, School shall (i) pay to JED the fees set forth in **Exhibit B**, which is hereby incorporated by reference and made a part of this Agreement, pursuant to the payment schedule therein (“**Fees**”) and (ii) grant JED the rights set forth in Section VII herein.
2. JED will pay any payments, fees, or invoices relating to and/or for the Healthy Minds Study, including any payments to the University of Michigan for the Healthy Minds Study.

IV. Performance Standards; Use of Services:

In order for JED to provide the Services, School agrees to provide its full cooperation, including without limitation, timely delivery to JED of the necessary information, resources, and assistance to carry out the Services in a timely, effective and professional manner. Except to the extent the Services include the conducting of Focus Groups (as defined in **Exhibit A**), School shall not disclose to JED any personally identifiable information (“**PII**”) about any student. School shall be solely and fully responsible for ensuring any Focus Group conducted pursuant to the Services shall be conducted in compliance with Applicable Laws (as defined herein) and all applicable School processes and standards. Without limiting the foregoing, School shall be responsible for obtaining adequate consents from, and making adequate disclosures to, all Focus Group participants for the Parties’ use and disclosure of information collected as part of the Focus Group pursuant to this Agreement, including but not limited to complying with any requirements of the Family Educational Rights and Privacy Act, as amended and as enacted at 20 U.S.C. § 1232g, and the implementing regulations set forth in Title 34, Part 99 of the Code of Federal Regulations (collectively, “**FERPA**”) prior to the disclosure to JED of any “personally identifiable information” from student “education records” as such terms are defined in FERPA. All personally identifiable information obtained from any Focus Group shall be School’s Confidential Information (as defined herein). School acknowledges and agrees that JED shall provide no legal, employment, labor relations, medical, or clinical mental health advice in the performance of the Services, and School shall be and remain fully responsible for all uses it makes of the Services.

V. JED Ownership; Reservation of Rights: The Playbook, and all other information, materials, and intellectual property rights provided by JED or made available on or through any JED platform, service, database, portal, or website (the “**JED Platform**”), including, but not limited to, all data, know-how, software, images, text, video, audio, copyrights, trademarks, trade dress, and all other intellectual property rights, and all such intellectual property that may be embodied in the Services or developed during the course of



performing the Services (collectively, the “**JED Content**”), are the exclusive property of JED or its licensors, and may be protected by U.S. and international copyright and other intellectual property laws. Except as expressly granted to School in Section VI herein, JED reserves all rights exclusively in and to the JED Platform and JED Content, and this Agreement shall not be construed to confer any rights upon School by implication, estoppel, or otherwise.

VI. JED License to School: Subject to the terms and conditions of this Agreement, JED hereby grants to School and the Campuses during the Term a limited, fully paid-up, royalty-free, non-exclusive, non-transferrable, non-sublicensable, revocable, worldwide license in North America (i) to access, copy, display, use, distribute, and otherwise make derivatives uses of the (i) Assessments; (ii) JED Content provided by JED to School pursuant to the Services; and ; provided, however, that the foregoing licenses shall be used by School solely for the Purpose and for no other purpose.

VII. School Grant of Rights to JED: Notwithstanding the foregoing, information or data, in any form, generated by School, Campuses, or their employees, contractors, students, or any other third party on behalf of School or Campuses, and provided or made available to JED for use in or as part of the Services, including without limitation, from the administration of the Assessments and educational records (as such term is defined in FERPA) (the “**School Data**”) is the exclusive property of the School and/or its Campuses. School hereby grants to JED the right to collect, transmit, store, use, disclose, and otherwise process School Data to provide the Services, including without limitation, and agrees to provide JED with the: (a) Healthy Minds Study (“**HMS**”) raw data report, (b) Healthy Minds Study (“**HMS**”) de-identified individual-level data set, and (c) HMS summary memo (together, the “**HMS Data**”). School hereby grants to JED a fully paid-up, royalty-free, non-exclusive, non-transferable, non-sublicensable, perpetual, irrevocable, worldwide license to use, access, copy, reformat, index, aggregate, modify, display, create derivative works, and/or distribute (a) School’s Assessment responses, (b) HMS Data (c) Focus Group information, and (d) data derived from (a)-(c) above or use of the Services (collectively “**De-Identified Data**”), in de-identified form (i.e., containing no information that could identify the School, its Campuses, and/or any individual). In the event that the De-Identified Data is subject to FERPA, the data will be de-identified in accordance with FERPA. The De-Identified Data will be used by JED solely for the purposes of conducting analyses, program development and research, and consistent with JED’s charitable mission. Notwithstanding the foregoing, School can provide prior written consent to JED’s use of De-Identified Data in a manner that identifies School. Without limiting the foregoing, School acknowledges and agrees that JED shall have the right to make all lawful uses, for its own charitable and educational purposes, of any ideas, methods, techniques, materials, data, feedback and information provided to or otherwise obtained by JED under this Agreement or as a result of the Services, without restriction, liability or obligation.

VIII. 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”). During the Term of this Agreement, the Parties may make available to each other certain Confidential Information (as hereinafter defined), or one Party may otherwise receive Confidential



Information of the other Party. For purposes of this Section, “**Confidential Information**” means any and all confidential or proprietary information that a Party designates as confidential or proprietary, or which, under the circumstances surrounding disclosure, should reasonably be deemed confidential or proprietary, regarding a Party or its business, including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, donor lists, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of each Party’s respective business, whether in written or tangible form; provided, however, that the term “Confidential Information” shall not include information, however designated, that (i) is or becomes known to the Receiving Party from a source other than the Disclosing Party other than through a breach of an obligation of confidentiality with respect to such information, (ii) was independently developed by the receiving Party not otherwise in violation or breach of this Agreement or any other obligation of one Party to the other or (iii) was rightfully known to the Receiving Party prior to entering into this Agreement, as can be demonstrated by documentary evidence created prior to the receipt of the Confidential Information. The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) 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.

The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.

Except as otherwise provided herein, each Party shall: (i) hold in strictest confidence the other Party’s Confidential Information, using at least the same level of care to secure such Confidential Information as it uses to protect its own Confidential Information from disclosure, but in any event not less than reasonable care, (ii) restrict access to the Confidential Information to those of their personnel with a need to know, provided such personnel are bound to the obligations in this Section with respect to the Confidential Information, (iii) not distribute, disclose, or convey Confidential Information to any third party, except as expressly provided in this Agreement or in connection with the performance of the Services, and (iv) not use, copy or reproduce any Confidential Information except as necessary to perform its obligations hereunder. The foregoing to the contrary notwithstanding, neither Party shall be deemed to be in violation of this Section in the event such Party is legally compelled to disclose any of the Confidential Information, provided that in such event the receiving Party shall provide the disclosing Party reasonably prompt written notice prior to any such disclosure, to the extent allowed by law, so that the disclosing Party may seek, at its sole expense, a protective order or other relief against disclosure, and in the event such relief is not obtained, the receiving Party shall disclose only that portion of the Confidential Information which is legally required to be disclosed. 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.

IX. Representations, Warranties and Additional Covenants:

1. Each Party represents and warrants that:
 - A. It has the full power and authority to enter into this Agreement and perform its obligations hereunder, without the need for any third-party consents or approvals; and
 - B. It shall observe and comply with all applicable U.S. federal, state and local laws, ordinances, rules and regulations ("**Applicable Laws**") in connection with the performance, receipt and/or use of the Services. If a Party becomes aware that the performance, receipt and/or use of the Services may violate any Applicable Laws, that Party shall promptly notify the other Party in writing, and, at the sole option of JED, (i) any necessary changes to the Services shall be made to conform them to Applicable Laws and this Agreement shall be appropriately amended in writing, or (ii) this Agreement shall be terminated effective immediately upon JED's written notice to School. If School engages in any activities under this Agreement or in relation to the Services that violates any Applicable Laws, School shall bear all liability and costs arising therefrom.
2. School represents and warrants that (i) it will not provide JED with any PII of any student, or any information that could be used to identify any student, except pursuant to the terms and conditions of this Agreement and (ii) all Focus Groups involving students, faculty or administrative staff conducted as part of the Services shall be approved and conducted in accordance with Applicable Law and applicable School protocols for similar focus group or survey activities, including without limitation any requirements for institutional review board approval and informed consent.
3. **JED Warranty Disclaimers:**
 - A. ALL SERVICES AND ALL INFORMATION AND MATERIALS PROVIDED BY JED HEREUNDER, INCLUDING WITHOUT LIMITATION THE JED DELIVERABLES, JED PLATFORM, AND THE JED CONTENT, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, JED DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL MEET THE REQUIREMENTS OF SCHOOL OR THOSE OF ANY THIRD PARTY. JED DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE CONTENTS OF ANY CONTENT OR MATERIALS PROVIDED OR MADE AVAILABLE TO SCHOOL BY JED.

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- B. JED IS NOT LIABLE FOR ANY DEATH OR INJURY TO STUDENTS RESULTING FROM THE SCHOOL'S OR ANY CAMPUS'S APPLICATION OF THE JED PROGRAM. JED IS NOT A HEALTH CARE OR MEDICAL PROVIDER OR PROVIDER OF MENTAL HEALTH SERVICES. SCHOOL ASSUMES FULL RESPONSIBILITY FOR THE ADMINISTRATION OF ANY SURVEYS. THE JED PROGRAM, ANY SERVICES PROVIDED BY JED UNDER THIS AGREEMENT, AND SHALL AND HEREBY DOES RELEASE AND HOLD JED HARMLESS FROM ANY LIABILITY ARISING FROM ANY INJURY OR DEATH, INCLUDING BY SUICIDE, OF STUDENTS OF THE SCHOOL OR CAMPUSES.

X. Indemnification; Limitation of Liability:

1. **Indemnification by JED:** JED agrees, to the fullest extent permitted by law, to indemnify and hold harmless School, its successors, licensees and assigns, and each of their respective officers, directors, managers, trustees, employees, contractors and agents, from and against any and all third-party Claims arising out of any actual breach of this Agreement and of any of JED's warranties hereunder. The rights and obligations of the Parties pursuant to this Section shall survive the termination or expiration of this Agreement.
2. **Limitation of Liability:** In no event shall JED, its affiliates, or their respective officers, directors, agents, employees, and representatives have any liability to School or any third party arising out of or in any way related to the Services, or any breach of its obligations hereunder, express or implied, which does not result solely from JED's gross negligence, fraud or willful misconduct. In no event shall JED's aggregate liability under this Agreement exceed the amounts actually paid by School to JED under this Agreement. To the extent permitted by the Constitution and law of the State of Texas, in no event shall either Party be liable to the other Party for any indirect, punitive, special, exemplary, incidental, consequential or other damages, except direct damages, of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of or in any way related to the Services, even if the Party from which damages are sought or such Party's licensors have been previously advised of the possibility of such damages.



3. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of the A&M System to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on A&M System’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 A&M System except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Agreement by A&M System nor any other conduct, action, or inaction of any representative of A&M System relating to this Agreement constitutes or is intended to constitute a waiver of A&M System’s or the state’s sovereign immunity.
4. JED acknowledges that, because A&M System is an agency of the State of Texas, liability for the tortious conduct of employees of A&M System 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 A&M System is provided by the A&M SYSTEM as mandated by the provisions of Chapter 502, Texas Labor Code. A&M System shall have the right, at its option, to (a) obtain liability insurance protecting A&M System and its employees and property insurance protecting A&M System’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 A&M System as a result of its operations under the Agreement.

XI. Non-Solicitation: During the Term of this Agreement and for a period of one (1) year after termination of this Agreement, School shall not directly solicit or employ any JED employee who provided Services under this Agreement without the express written permission of JED, provided that the hiring of a JED employee who applies pursuant to a public job posting without prior direct solicitation by School will not be deemed a breach of this Section.

XII. Termination; Suspension of Services:

1. Termination for Convenience. Either Party may terminate this Agreement for no cause on thirty (30) days prior written notice for termination for convenience. Fees are not refundable upon termination of this Agreement by either Party except if JED terminates for convenience during the first twelve (12) months of the Term, School shall be refunded pro rata based on the amount of Fees paid as of the date that this Agreement was terminated.

2. Termination for Cause. Either Party may terminate this Agreement effective upon written notice to the other Party if the other Party breaches any term of this Agreement and fails to cure such breach within ten (10) days after receiving written notice of the breach.



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3. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. JED shall not be liable to School for damages of any kind solely because of JED's termination of this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or Applicable Laws.

XIII. Use of Marks; Publicity: The Parties shall cooperate and mutually agree in advance upon all public statements made by either Party with respect to the subject matter of this Agreement or the relationship created by, or the Services to be provided pursuant to this Agreement. 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 shall use the other's Marks in advertising or publicity releases without securing the other Party's prior written consent. Notwithstanding the foregoing, each Party grants to the other a limited, nonexclusive right to use its Marks solely in accordance with this Section, and School grants JED the right to use its name in lists of institutions who have engaged JED to provide services. The rights and obligations of the Parties pursuant to this Section shall survive the termination or expiration of this Agreement.

XIV. Notices:

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. School and JED can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M SYSTEM: The Texas A&M University System
301 Tarrow, Suite 273
College Station, TX 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Email: zimmermann@tamus.edu

JED:
The Jed Foundation
530 7th Avenue, Suite 801
New York, NY 10018
Attention: Legal
Email: legalnotices@jedfoundation.org

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The Jed Foundation | info@jedfoundation.org | 212.647.7544 | jedfoundation.org



XV. Miscellaneous:

1. **Relationship of the Parties:** Notwithstanding any provision in this Agreement to the contrary, the Parties hereto are independent contractors. Nothing herein contained shall be construed to create a partnership between or joint venture by the Parties hereto, and neither Party shall have authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other Party in any manner whatsoever. Except as specifically required under the terms of this Agreement, neither Party shall act or represent themselves as an agent of the other Party for any purpose. Each Party is solely responsible for the compensation and benefits (including but not limited to health insurance, retirement benefits) of its personnel and the payment of workers' compensation, disability and other similar benefits, unemployment and other similar insurance, and for the withholding and remittance of income and other taxes and social security for its personnel, as required by law.
2. **No Third-Party Beneficiaries:** The Parties acknowledge and agree that nothing in this Agreement, express or implied, is intended to confer, nor shall anything herein confer on, any person other than the Parties and the respective successors or permitted assigns of the Parties, any rights, remedies, obligations, or liabilities.
3. **No Assignment:** This Agreement may not be transferred or assigned to any third party without the express, prior written permission of the other Party hereto, and any such purported assignment shall be null and void.
4. **Governing Law, Jurisdiction, and Interpretation:** This Agreement shall be construed and enforced under the substantive laws of the State of Texas, without regard to choice of law or conflict of laws principles. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. A waiver or consent shall be effective only in that instance and shall not be construed as a waiver of any right on any other occasions.
5. **Force Majeure:** Neither Party shall be liable to the other Party for any delay in or failure of performance if performance is prevented or delayed, or becomes illegal, impossible, and/or impracticable due to an event of force majeure, which shall include any Acts of God, war or similar types of hostilities or preparations therefore, civil commotion, riots or insurrections, requirements of civil or military authorities, acts of terrorism, blockages, embargoes, government requisitions, restrictions or regulations, vandalism, sabotage, pandemics, epidemics or widespread sickness, strikes or other labor disturbances, severe adverse weather conditions, earthquakes, explosions, collisions, floods, blackouts, fires, unforeseeable delays in the availability or supply of supplies and/or components, or any other cause beyond the reasonable control of the affected Party ("**Force Majeure Event**"), provided that when a Force Majeure Event occurs, the affected Party shall promptly give



written notice thereof to the other Party. No Force Majeure Event shall be deemed to affect School's obligation to remit the Fees.

6. **Survival:** All obligations, which by their nature would continue beyond the termination of this Agreement, shall survive termination of this Agreement, including without limitation the JED Ownership; Reservation of Rights, School Grant of Rights to JED, Representations and Warranties, JED Warranty Disclaimers, Indemnification; Limitation of Liability, and Confidentiality sections.
7. **Complete Agreement:** This Agreement, including the exhibits and appendices attached hereto, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations, or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.
8. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
9. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, JED shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at <https://cyber-standards.tamus.edu>, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of A&M System's data. JED shall periodically provide A&M System with evidence of its compliance with the Security Controls within thirty (30) days of A&M System's request.
10. **Aggregate Data.** For purposes of this Agreement, "Aggregate Data" shall mean aggregate, de-identified data relating to School's access to or use of the Services. JED may only use Aggregate Data for its own internal business purposes [such as enhancing the Services and statistical analysis]. JED shall ensure that Aggregate Data has been de-identified in accordance with all applicable laws, rules, and regulations, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"). Under no circumstances shall [Aggregate Data] include ["Protected Health Information" (as such term is defined in HIPAA)] ["education records" (as such term is defined in FERPA)] or any other personally identifiable information.



11. **FERPA.** For purposes of the Family Educational Rights and Privacy Act (“**FERPA**”), School hereby designates JED as a school official with a legitimate educational interest in any education records (as defined in FERPA) to the extent that JED requires access to those records in order to fulfill its obligations under this Agreement. School shall remain solely responsible for responding to any record requests (including with respect to reviewing and amending an educational record) in connection with education records. JED shall forward any such request that it receives to School, and School agrees to respond to and handle the request in accordance with FERPA. To the extent JED personnel have access to education records, JED shall: (a) abide by FERPA’s limitations on re-disclosure of education records; (b) not use or disclose education records created or received from, by, or on behalf of School or its students for any purpose other than the purpose for which such disclosure is made; and (c) not use or disclose such education records except as permitted under this Agreement, as required by FERPA, or as authorized by School in writing. For the avoidance of doubt, education records are considered a subset of personal information for purposes of this Agreement, to the extent that basic library patron data regarding School’s students used in a library system is deemed education records under FERPA.

12. **Data Privacy and Security.**
 - a. School shall retain all right, title, and interest in and to all information, data or other content that the School, its employees, contractors, students, or any other third party on behalf of School enter, submit or upload to Services or otherwise provide access to JED under this Agreement (collectively, the “**A&M System Data**”). A&M System Data may include information relating to employees and students, including, but not limited to personally identifiable information, social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state, and local laws, rules, and regulations.
 - b. JED shall safeguard and maintain the confidentiality of the A&M System Data in accordance with applicable federal, state, and local laws, rules, and regulations. JED shall only use or disclose A&M System Data for the purpose of fulfilling JED’s obligations under this Agreement, as required by law, or as otherwise authorized in writing by School. JED shall restrict disclosure of the A&M System Data solely to those employees, subcontractors or agents of JED that have a need to access the A&M System Data in order for JED to perform its obligations under this Agreement. JED shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on JED in this Agreement and JED agrees that it shall be responsible for its subcontractors’ and agents’ compliance with such obligations.
 - c. JED must promptly notify School of any legal request for A&M System Data from a third party and take (and assist School in taking) appropriate steps not to disclose such A&M System Data.
 - d. JED shall, within two (2) business days of discovery, report to School any use or disclosure of A&M System Data not authorized by this Agreement or in writing by School. JED’s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M System Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d)

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what JED has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action JED has taken or will take to prevent future similar unauthorized use or disclosure. JED shall provide such other information, including a written report, as reasonably requested by School.

- e. Within thirty (30) days of the expiration or termination of this Agreement, JED, as directed by School, shall return in acceptable electronic format all A&M System Data in its possession (or in the possession of any of its subcontractors or agents) to School or, at School's option, delete all such A&M System Data, if return is not feasible. JED shall provide School with at least ten (10) days' written notice of JED's intent to delete such A&M System Data, and shall confirm such deletion in writing.
13. **Insurance:** JED shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.
14. **Severability:** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
15. **Non-Waiver:** School is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. JED expressly acknowledges that School is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by School of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of School.
16. **Dispute Resolution:** 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 School and JED to attempt to resolve any claim for breach of contract made by JED that cannot be resolved in the ordinary course of business. JED shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Chancellor and Chief Financial Officer of School, who shall examine JED's claim and any counterclaim and negotiate with JED in an effort to resolve the claim. This provision and nothing in this Agreement waives School's sovereign immunity to suit or liability, and School has not waived its right to seek redress in the courts.



17. **Public Information Act:** JED acknowledges that School 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 School’s written request, JED will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of School to School in a non-proprietary format acceptable to School that is accessible by the public. JED acknowledges that School 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 JED agrees that this Agreement can be terminated if JED knowingly or intentionally fails to comply with a requirement of that subchapter.
18. **Certification Regarding Business with Certain Countries and Organizations:** JED 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. JED acknowledges this Agreement may be terminated immediately if this certification is inaccurate.
19. **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, JED 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.
20. **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, JED agrees that any payments owing to JED under this Agreement may be applied directly toward certain debts or delinquencies that JED 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.
21. **State Auditor’s Office:** JED 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. JED agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. JED will include this provision in all contracts with permitted subcontractors.
22. **HUB Subcontracting Plan.**

It is the policy of the state of Texas and School to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting

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opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in School contracting and purchasing. JED has indicated it will not subcontract any of its duties or obligations under this Agreement. If JED will subcontract any of its duties and obligations under this Agreement, JED will be required to provide prior written notice to School and make a good faith effort to submit a HUB subcontracting plan as required under Section 20.285 of the Texas Administrative Code.

23. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, JED certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. JED acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
24. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, JED 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. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, JED verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. JED acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
26. **Loss of Funding.** Performance by School 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, School will issue written notice to JED and School may terminate this Agreement without further duty or obligation hereunder. JED acknowledges that appropriation of funds is beyond the control of School. In the event of a termination or cancellation under this Section, School will not be liable to JED for any damages that are caused or associated with such termination or cancellation.
27. **Prior Employment.** JED acknowledges that Section 2252.901, Texas Government Code, prohibits School 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 School during the twelve (12) month period immediately prior to the effective date of the Agreement. If JED is an individual, by signing this Agreement, JED represents and warrants that it is not a former or retired employee of School that was employed by School during the twelve (12) month period immediately prior to the effective date of the Agreement.
28. **Conflict of Interest.** JED certifies, to the best of their knowledge and belief, that no member of the

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School's Board of Regents, nor any employee of School, has a direct or indirect financial interest in JED or in the transaction that is the subject of the Agreement.

29. **Franchise Tax Certification.** If JED is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then JED certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that JED is exempt from the payment of franchise (margin) taxes.
30. **Not Eligible for Rehire.** JED is responsible for ensuring that its employees involved in any work being performed for School under this Agreement have not been designated as "Not Eligible for Rehire" as defined in System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event School becomes aware that JED has a NEFR Employee involved in any work being performed under this Agreement, School 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 School.
31. **Prompt Pay.** School'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.
32. **Electronic and Information Resources.** JED represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to School under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code) (the "EIR Accessibility Warranty"). If JED becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, JED shall, at no cost to TAMUS, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that JED fails or is unable to do so, TAMUS may immediately terminate this Agreement, and JED will refund to TAMUS all amounts paid by TAMUS under this Agreement within thirty (30) days following the effective date of termination. The JED Deliverables will be accessible as described above during the Term of the Agreement. Legacy or existing materials that School may receive from JED and general JED website information are under review with the goal to make such materials and information accessible as soon as reasonably possible. If TAMUS becomes aware, or is notified that the digital resource does not comply with the Accessibility Standards AND that noncompliance results in a direct barrier to access, JED shall, in a timely manner use best efforts to provide alternative formats of the content for the individual to successfully access the program.

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Signature Page Follows

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The Jed Foundation | info@jedfoundation.org | 212.647.7544 | jedfoundation.org



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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

THE TEXAS A&M UNIVERSITY SYSTEM

Billy Hamilton

Billy Hamilton (November 15, 2023, 7:09 PM GMT)

Signature

Billy Hamilton

Printed Name

Deputy Chancelloor

Title

Nov-15-2023

Date

THE JED FOUNDATION

John MacPhee

John MacPhee (November 15, 2023, 4:44 PM GMT)

Signature

John MacPhee

Printed Name

CEO

Title

Nov-15-2023

Date

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Exhibit A Description of Services

JED shall provide the following services to the School (“**Services**”):

A. For the School’s eleven (11) Campuses, Services shall mean as follows for each Campus:

1. Provide technical assistance to Campus via JED’s Campus Advising Team (the “**JED Advisors**”);
2. Help Campus build an interdisciplinary team (the “**Team**”) to help guide and implement the Services;
3. Provide advice and technical support to the Team as requested;
4. Assist the Team in performing a “**Baseline Assessment**,” specifically: (1) provide recommendations to the Team regarding the “**Healthy Minds Study**” student survey (the “**HMS Student Survey**”), which is conducted by the University of Michigan (School shall contract directly with the University of Michigan with respect to all student surveys and ensure that adequate consents are obtained in connection with the HMS Student Survey); and (2) help the Team administer the JED Program self-assessment (the “**School Self-Assessment**”);
5. Perform a focus group (virtual or in person as agreed to by the Parties) with students from the Campus (the “**Focus Group**”) regarding the Campus’s mental health services and the students’ attitudes toward mental health;
6. Review the Baseline Assessment, and if available, the results from the Healthy Minds Study survey, and draft a formal report regarding the outcomes (the “**Baseline Report**”) (together with the Strategic Plan (as described below) and Final Reporting (as defined below), the “**JED Deliverables**”);
7. Conduct a two day in-person meeting with the Team (virtually or in person as agreed to by the Parties) (the “**Site Visit**”) and a JED subject-matter expert (or other member of JED’s Campus Advising Team) to (1) discuss the Baseline Assessment results and accompanying Baseline Report and (2) develop a “**Strategic Plan**” based on the results of the Baseline Assessment (please note that the Parties may agree to change this meeting to a virtual meeting based on weather, COVID rates, or other issues that may prevent an in-person meeting from taking place on the scheduled dates);
8. Help the Team develop a Strategic Plan for the implementation of the JED Program at the School. The Strategic Plan contains recommended action steps within each domain area of JED's comprehensive approach. These action steps are derived from the findings from the Baseline Assessment and JED’s visit to the Campus (in person or virtually);
9. Provide technical assistance to support the Team regarding the implementation of the Strategic Plan;

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10. Provide the Team with access to (1) the JED Playbook (the “**Playbook**”), a comprehensive resource library consisting of resources, which may include sample policies, programs, educational campaigns, and research, to serve as a reference to the Team; (2) tools or platforms for communicating with other JED Program members; and (3) any newsletters published by the JED Program;
11. Engage in virtual check-in meetings for Team to update JED on the Campus’s progress against the Strategic Plan;
12. Assist the Team in performing a “**Final Assessment**,” (together with the Baseline Assessment, the “**Assessments**”), specifically: (1) help the Team coordinate with the University of Michigan regarding a second HMS Student Survey; and (2) help the Team administer a second Campus Self-Assessment (the first and second HMS Student Surveys and Campus Self-Assessments, collectively the “**Campus-Specific Data**”);
13. Review the Final Assessment and provide either a (1) summary analysis or (2) final Campus visit (virtual) where JED will update the Campus’s progress by comparing the Baseline Assessment to the Final Assessment (the Team selects the option that it prefers in consultation with the JED Campus Advising Team) (the “**Final Reporting**”);
14. Provide the Team with guidance that will allow it to continue to support mental health and suicide prevention efforts after the end of the Term; and
15. Provide access to Playbook and similar materials or information that JED makes available to JED Program Campus alumni members.

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Exhibit B Fees

Fees: Four Hundred and Sixty-Two Thousand U.S. Dollars (\$462,000)

Payment Schedule: School agrees to pay JED the Fees set forth in the payment schedule below and, in accordance with the Texas Prompt Payment laws.

\$294,000 due by November 30, 2023

\$168,000 due by September 1, 2024

School Contact and Email Address for Invoice:

The Texas A&M University System
301 Tarrow RM 345
College Station, TX 77840
SystemVouchers@tamus.edu



APPENDIX A

JED shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to School. By requiring such minimum insurance, School shall not be deemed or construed to have assessed the risk that may be applicable to JED under this Agreement. JED shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. JED is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to School at least ten days before the effective date of the cancellation.

A. Worker’s Compensation

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for School. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

If this coverage is waived by A&M System Risk Management, JED, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.

B. Automobile Liability

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;



C. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures JED’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Umbrella Liability Insurance \$5,000,000

E. Cyber Liability

JED shall procure and maintain, for the duration of this Agreement and for such length of time as is necessary to cover any and all claims, cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. The cyber liability policy shall be sufficiently broad to cover JED’s duties and obligations under this Agreement and include coverage for claims involving: invasion of privacy; loss, damage, theft, alteration or other misuse of data; unauthorized exposure or breach of data; privacy event expenses such as mandatory/voluntary notification costs, credit monitoring, call center services, forensic costs, and any other fees, costs, or expenses necessary to comply with any applicable breach notification laws; privacy regulatory proceedings (including fines and penalties); cyber extortion payments; and network security.

- F. JED shall deliver to School evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by JED under this Agreement. JED shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30)

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days after each annual insurance policy renewal.

- G.** Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and School as additional insureds up to the actual liability limits of the policies maintained by JED. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- H.** All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and School.
- I.** All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to School ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- J.** Any deductible or self-insured retention must be declared to and approved by School prior to the performance of any services by JED under this Agreement. JED shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- K.** Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: SOProurement@tamus.edu
- L.** The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by School in writing.

CONTRACT NAME	TAMUS-JED MSA (review 9.21.23)
CONTRACT ID	a4be61f5-c750-4ff7-ae88-1847d3ca2deb
STATUS	Executed

CONTRACT HISTORY

 SENT	Contract sent to Joseph Duron (duron@tamus.edu) for approval by Russell Williams (russellw@jedfoundation.org).	09 November, 2023 16:45:09 UTC IP: 68.84.33.138
 APPROVED	Approved by Joseph Duron (dummycounterparty+8b8e5afa-b5e0-4bb9-8e6a-bcd8864abc39@spotdraft.com).	15 November, 2023 15:22:13 UTC IP: 128.194.24.249
 SENT	Sent for Signature to John MacPhee (john@jedfoundation.org) by Russell Williams (russellw@jedfoundation.org).	15 November, 2023 15:22:13 UTC IP: 68.84.33.138
 SIGNED	Signed by John MacPhee (john@jedfoundation.org).	15 November, 2023 16:44:02 UTC IP: 74.64.205.152 New York County, New York, NY, USA
 SENT	Sent for Signature to Billy Hamilton (Bhamilton@tamus.edu) by Russell Williams (russellw@jedfoundation.org).	15 November, 2023 16:44:04 UTC IP: 68.84.33.138
 SIGNED	Signed by Billy Hamilton (Bhamilton@tamus.edu).	15 November, 2023 19:09:58 UTC IP: 107.77.220.187 Location unavailable
 EXECUTED	This document has been signed and executed by all parties.	