ADDENDUM
TO THE AFFILIATION AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY–CORPUS CHRISTI
AND TEXAS A&M–CORPUS CHRISTI FOUNDATION

The purpose of this Addendum is to memorialize the agreement between the parties to modify
the Affiliation Agreement ("Affiliation Agreement") between Texas A&M University–Corpus
Christi ("University") and Texas A&M–Corpus Christi Foundation ("Foundation") for the term
of this Addendum as authorized by subparagraph 8.3 of the Affiliation Agreement.

This Addendum and the agreed upon additional use of University employees to provide
administrative services is not intended to diminish the Foundation’s independence as provided by
law or infringe on the independent judgment of the Foundation’s Board of Directors in the
discharge of its fiduciary duties in accordance with the statutes under which it is organized.

I.
ADMINISTRATIVE SERVICES

In addition to the incidental services set out in subparagraph 2.1 of the Affiliation Agreement,
the University shall provide, through its Division of Institutional Advancement, all
administrative services other than providing legal services and preparing the annual audit to the
Foundation. The administrative services provided by University to Foundation shall include but
not be limited to the following:

a. maintain daily operations for the Foundation;
b. maintain gift records;
c. prepare the Foundation’s Annual Report;
d. prepare Donor’s Statements;
e. document distribution of funds; and,
f. prepare meeting materials for the Foundation’s Board of Trustees.

The University and the Foundation agree to cooperate in all matters pertaining to the above-
referenced administrative services and furnish applicable reports, schedules and records to the
other party as needed.

The University and the Foundation agree that, in addition to the amount of reimbursement
identified in paragraph II, below, the Foundation agrees to pay for the production and mailing
costs of the Annual Report and Donor’s Statements identified above.

The University and the Foundation agree that the Division of Institutional Advancement
employees used to provide administrative services pursuant to this Addendum are University
employees subject to state law, as well as A&M System policies, regulations and University
rules.
II.
REIMBURSEMENT

The parties agree that, in addition to the “incidental” use of University employees “in exchange for consideration to the University of advancement support funds negotiated on an annual basis” addressed in subparagraph 2.1 of the Affiliation Agreement, the University shall assign University employees to provide administrative services to the Foundation in exchange for an additional negotiated reimbursement to be paid on a monthly basis.

In addition to the annual reimbursement set out in subparagraph 2.1 of the Affiliation Agreement, the Foundation agrees to further reimburse the University the total amount of $37,500 for the above-referenced administrative services, to be paid no later than the 10th calendar day after services are rendered each month in equal installments of $6,250.00 for the term of this Addendum.

III.
TERM

The term of this Addendum is for six (6) months beginning on October 1, 2005 and ending on March 31, 2006. This Addendum may be terminated by either party with 30-days written notice. The parties agree that upon termination of this Addendum, the terms of the underlying Affiliation Agreement will not be affected.

IV.
ALTERNATIVE DISPUTE RESOLUTION

(1) The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by the University and the Foundation to attempt to resolve any claim for breach of contract made by the Foundation:

(A) A claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Foundation shall submit written notice, as required by subchapter B, to Dr. Flavius Killebrew, President. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and the Foundation otherwise entitled to notice under the parties’ contract. Compliance by the Foundation with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(B) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the Foundation’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
(C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the University nor any other conduct of any representative of the University relating to the contract shall be considered a waiver of sovereign immunity to suit.

(2) The submission, processing and resolution of the Foundation’s claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1T.A.C. chpt. 68.

(3) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Foundation, in whole or in part.

(4) The designated individual responsible on behalf of University for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 shall be Judy Harral, Director of Purchasing.

IV.
MISCELLANEOUS

The University represents the services provided to the Foundation will be provided in a timely and in a reasonable manner.

No provision of this Addendum may conflict with or supersede a requirement of any law of the State of Texas. If any provision is found to be in conflict, it shall be null and void.

No provision of this Addendum may conflict with or supersede a requirement of the policies and regulations of the A&M System. If any provision is found to be in conflict, if shall be null and void.

This Addendum shall be governed by the laws of the State of Texas.

All terms of this Addendum are stated herein. There are no oral terms.

TEXAS A&M UNIVERSITY- Corpus Christi

Dr. Flavius Killebrew
President/CEO

Date: 11-10-05

TEXAS A&M-CORPORUS CHRISTI FOUNDATION

Al Jones
Vice President

Date: Oct 31, 2005
EXTENSION OF AFFILIATION AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY – CORPUS CHRISTI
AND TEXAS A&M – CORPUS CHRISTI FOUNDATION

Texas A&M-Corpus Christi Foundation ("Foundation") and Texas A&M University-Corpus Christi ("University") entered into Addendum to the Affiliation Agreement ("Agreement") under which University agreed to provide Administrative Services to Foundation for a six (6) month period ending September 30, 2007 in exchange for the sum of Thirty-Seven Thousand Five Hundred Dollars ($37,500).

University and Foundation hereby agree to extend Agreement for an additional three (3) year period ending September 30, 2010 with the same terms provided in Agreement.

Executed this 13th day of August, 2007, effective October 1, 2007.

TEXAS A&M UNIVERSITY-CORPUS CHRISTI

Dr. Flavius Killebrew
President/CEO

Date: 8/13/07

TEXAS A&M-CORPUS CHRISTI FOUNDATION

Al Jones
President

Date: 8/13/2007