

OPERATING AGREEMENT BETWEEN
BORDERLANDS RESEARCH FOUNDATION
AND
SUL ROSS STATE UNIVERSITY

THIS AGREEMENT, (the Agreement) is made and entered into on the 26 day of August, 2019 by and between Borderlands Research Foundation, a Texas non-profit corporation (the "Foundation") and Sul Ross State University (the "University").

WHEREAS, the Foundation is organized and operated exclusively for charitable, educational and scientific purposes, and more specifically is operated exclusively for the following purposes:

- a) raising funds to support the mission and programs of Borderlands Research Institute (the "Institute") at the University;
- b) promoting the Institute as it fosters interdisciplinary scholarship and study related to the conservation and management of natural resources within the Chihuahuan Desert of the southwestern United States and north-central Mexico;
- c) providing funds in support of the operations as well as special projects of the Institute;
- d) assisting the Institute in other endeavors as the Board may deem appropriate;

within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, and successor federal statutes; and

WHEREAS, the University earnestly seeks the assistance of the Foundation in an effort to more effectively achieve its goals for the Institute; and

WHEREAS, the Foundation and the University will collaborate in the management of Foundation assets consistent with Paragraph 3 below;

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto agree as follows:

1. Term of Agreement: Subject only to the provisions for termination as hereinafter set forth, the initial term of this agreement shall be for one year from the date of this agreement. Following the initial term, this agreement shall be subject to review and approval by the President of the University and the President of the Foundation Board of Directors, who shall make known objections and recommended changes, if any, to the other, no later than ninety (90) days prior to the expiration of the initial term. This agreement shall then continue on a month to month basis until such changes can be

7. Applicable Law: This agreement shall be construed, interpreted and the rights and duties of the parties determined in accordance with the laws of the State of Texas, except that nothing herein shall be construed as a waiver of the statutory or common law immunities of the Texas State University System or of Sul Ross State University, which immunities are hereby and hereto reaffirmed.

8. Miscellaneous:

- A. A waiver by either party of any of the terms and conditions of this Agreement in any instance shall not be deemed or construed to be a waiver of such term of condition in the future, or any subsequent breach thereof, or of any other term and condition of this Agreement.
- B. The Agreement may be amended only by an instrument in writing specifically referring to the Agreement and executed by duly authorized representatives of both parties to this Agreement.
- C. Many provision of this Agreement shall, for any reason, be held to be in violation of any applicable law or the bylaws of the Foundation, that provision shall not be held to invalidate any other provision herein which shall remain in full force and effect.
- D. The headings of the several sections herein inserted are for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.



President, Dr. Bill Kibler
Sul Ross State University



President, Allen W. Smith
Borderlands Research Foundation