MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into on June 19, 2023, by and between Clean Energy Fund of Texas, Inc. a Texas Nonprofit Corporation, having its main office at 12401 S Post Oak Rd, Suite J, Houston, TX 77045-2020 ("TxCEF") and the Bullard Center for Environmental & Climate Justice at Texas Southern University, a non-profit 501(c)(3) organization, organized and existing under the laws of Texas, having its principal place of business at 3100 Cleburne Street, Houston, TX 77004, ("Bullard Center").

WHEREAS, TxCEF is a financing provider for Texans of all backgrounds. Its mission is to develop and offer cost-effective ways for Texans to finance the installation of solar power, storage, and energy efficiency upgrades; and

WHEREAS, Bullard Center represents the HBCU Climate Change Consortium and seeks to develop HBCU students leaders, scientists, practitioners and advocates on issues related to environmental, climate and energy justice policies; and

WHEREAS, the Parties, in recognition of the need to invest in the use of Solar Panels, energy storage, and other green investments on HBCU Campuses, have mutually expressed their interest to cooperate in one or more mutual projects in order to gain access to funding under the Inflation Reduction Act of 2022 (RDA), the Bipartisan Infrastructure Bill and other programs to expand access to clean energy and build community resilience in Texas; and

WHEREAS, this agreement is expected to allow each Party to experience the benefits of the other’s capabilities in areas of work that may not be independently available within their organizations;

NOW, THEREFORE, this MOU between TxCEF and Bullard Center has been executed for the purpose of pursuing a long-term relationship whereby the Parties will jointly cooperate to bring energy efficiency opportunities to HBCU Campuses including but not limited to workforce development training, EV Charging Stations, Renewable Energy, Energy Storage, and Decarbonized Transportation. The parties hereby agree as follows:

1. The Parties will provide for cooperation and mutual assistance in pursuing federal funding opportunities, transfer of know-how, technical services, personnel, and equipment in conjunction with technologies of mutual interests.

2. Each Party shall act as, and be deemed to be, an independent contractor. This agreement does not constitute, create, or give effect to any partnership, joint venture, pooling arrangement, or any other form of business entity. The rights and obligations of the Parties shall be limited to those expressly set forth in this agreement. Neither Party is the agent of the other. Neither may bind the other except as specified in this MOU.

3. Each Party agrees not to solicit for employment any employee of the other Party, who is assigned to perform work under this MOU, except as agreed to in writing.

4. Each Party shall be solely and individually responsible for its own expenses and costs and will bear all risks and liabilities acquired by it, arising out of its obligations and efforts under this Memorandum of Understanding between TxCEF and Bullard

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agreement, unless otherwise agreed upon in writing. In addition, the Parties have the responsibility to find grant resources, patronage, or similar resources for financing the expenses of each Party, which serve the common interests of the projects.

5. Each Party remains free to pursue their ongoing, individual initiatives while this MOU is in effect. However, each Party agrees to disclose to the other Party all relevant information regarding this initiative as it becomes known.

6. (a) Confidential Information. The Parties now own and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, “Company Information”). The Parties will be disclosing Company Information to one another during the term of this MOU. Company Information includes not only information disclosed by the Parties, but also information developed or learned by either Party during the term of this MOU. Company Information is to be broadly defined and includes all information which has, or could have commercial value or other utility in the business in which the Parties are engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of the Parties, whether or not such information is identified by the Parties. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Company Information also includes, like third-party information which is in either Parties’ possession under an obligation of confidential treatment.

(b) Protection of Company Information. The Parties agree that at all times during or subsequent to the term of the MOU, the Parties will keep confidential and not divulge, communicate, or use Company Information, except for the Parties’ own use during the term of this MOU to the extent necessary to perform the requested services. The Parties further agree not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from their principal place of business, without prior written approval of either Party.

(c) Exceptions. The Parties’ obligations with respect to any portion of the Company Information as set forth above shall not apply when either Party can document that (i) it was in the public domain at the time it was communicated to the other Party; (ii) it entered the public domain subsequent to the time it was communicated to the other Party through no fault of the other Party; (iii) it was in the other Party’s possession free of any obligation of confidence at the time it was communicated to the other Party; or (iv) it was rightfully communicated to the other Party free of any obligation of confidence subsequent to the time it was communicated to the other Party.

7. Any and all ideas, concepts, improvements and discoveries, whether or not patentable, as well as all forms of expressions of ideas, conceived, created, developed or invented (defined as “Intellectual Property”) by either Party solely or jointly with each other or others, in connection with this MOU shall be promptly disclosed in writing by each Party, as the case may be, to the other.

Intellectual Property conceived in connection with this MOU solely by employees or consultants
of one of the Parties shall remain the property of that Party. Intellectual Property conceived of jointly by one or more employees or consultants of both Parties and shall be jointly owned by the Parties.

It is mutually understood that no Party shall acquire directly, by implication or otherwise, any rights in the background patents or inventions (whether patent applications have been filed or not) of the other Party.

8. This MOU may be terminated for the following reasons:

   (a) With thirty (30) days written notice to the other Party.
   (b) The passing of five (5) years from the signing of this MOU.

9. Upon termination of this Agreement, each team member that has received data subject to limited or restricted rights shall return such data and all its elements to the disclosing team member and shall represent in writing that any and all copies, which have been authorized, have been destroyed. This requirement may be waived in whole or in part only by written consent of the disclosing team member.

10. Any and all ideas, concepts, improvements and discoveries, whether or not patentable, as well as all forms of expressions of ideas, conceived, created, developed or invented (defined as “Intellectual Property”) by either Party solely or jointly with each other or others, in connection with this MOU shall be promptly disclosed in writing by each Party, as the case may be, to the other.

11. Each team member has full power and authority to enter into and perform this agreement, and the individual signing on behalf of each has been properly authorized and empowered to enter into the same. Each Party further acknowledges that it has read the agreement, understands it, and agrees to be bound hereby.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their respective duly authorized representative as set forth below.

Clean Energy Fund of Texas, Inc:

By: [Signature]
Stephen K. Brown, II, Director
Date: June 19, 2023

Bullard Center for Environmental & Climate Justice at Texas Southern University

By: [Signature]
Date: July 1, 2023