

MEMORANDUM OF UNDERSTANDING

**THE UNIVERSITY OF TEXAS AT TYLER COLLEGE OF ENGINEERING
AND
STEPHEN F. AUSTIN STATE UNIVERSITY ARTHUR TEMPLE
COLLEGE OF FORESTRY AND AGRICULTURE**

This Memorandum of Understanding ("Agreement") is made and entered into by and between **The University of Texas at Tyler**, an agency and institution of higher education authorized under the laws of Texas (hereinafter referred to as "UT TYLER"), and **Stephen F. Austin State University**, an agency and institution of higher education authorized under the laws of Texas (hereinafter referred to as "SFA"), (collectively referred to as "Parties") for collaboration on developing and deploying advanced technology in agricultural and aquaculture fields for large scale monitoring, modeling, decision-making, and farm management. This partnership is between the UT TYLER College of Engineering and the SFA Arthur Temple College of Forestry and Agriculture.

WHEREAS, UT TYLER College of Engineering has developed several advanced technologies through the extensive research by its faculty for applications in agricultural and aquaculture fields to improve large-scale monitoring, modeling, decision-making, and farm management;

WHEREAS, SFA Arthur Temple College of Forestry and Agriculture has conducted extensive research by its faculty addressing the practical application of advanced theory and technology to forest and farm management issues and has access to significant forestland and farmland resources; and

WHEREAS, it is the desire of both parties, as approved by appropriate action of the Board of Regents of The University of Texas System, and it is for the benefit of the research enterprise at both institutions, that the parties cooperate to provide researchers with capital resources necessary to develop and deploy next generation smart forestry, agriculture, and precision farming technology systems; including wearable plant sensors technology, intelligent underwater robotic systems, portable on-demand fertilizer generation technology, metamaterial-based technology for pests and pollinator identification, and intelligent crop monitoring framework.

NOW, THEREFORE, for and in consideration of the premises and in further consideration of the matters hereafter set forth, UT TYLER College of Engineering and SFA Arthur Temple College of Forestry and Agriculture hereby stipulate and agree to partner to seek funding to advance smart natural resources research and advanced technology essential to maximizing forest and agriculture yield and sustainability and overcoming global challenges of food and fiber shortage.

1. GENERAL PROVISIONS.

- a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter, and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of this Agreement.
- b. Amendment. An amendment to this Agreement shall be effective only if reduced to writing and signed by an authorized representative of each party.

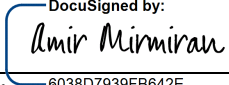
- c. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party. Either party may enter into contracts to obtain services, equipment, materials, merchandise, or products required for the performance of this Agreement, and such contracts will not be considered an assignment. The party entering into such contracts shall not be relieved from the performance of any obligation or duty required of that party by this Agreement.
- d. Compliance. In performing this Agreement, the parties will comply with all applicable federal, state, and local laws, ordinances, and regulations.
- e. Governing Law. The laws of the State of Texas will govern the validity, interpretation, performance, and enforcement of this Agreement.
- f. Execution: This Agreement may be executed in duplicate copies, each of which shall be deemed an original.
- g. No Financial Implication. This agreement does not intend or imply any financial implications concerning the transfer or exchange of cash, equipment, or real estate. UT TYLER and SFA are separate and independent institutions of higher education and intend to remain so.
- h. Severability. If any of the provisions or portions of this agreement are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted.

2. TERM AND TERMINATION.

- a. Upon execution of this Agreement by each party, this Agreement shall remain in effect for a period of five (5) years (the "Initial Term") unless terminated earlier by either institution as provided in subsection (b) below. Upon expiration of the Initial Term, this Agreement shall renew, subject to the approval of the governing body for each Party, as may be required, for successive five (5) year increments (each a "Renewal Term") for up to twenty (20) years.
- b. Either party may terminate this Agreement for convenience as hereinafter provided. Termination by one party shall be effected by giving the other institution at least one (1) year advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of that one (1) year; or (b) when all students enrolled in a course of study under the Agreement at the time of such notice have been given reasonable time to complete their respective courses of study under the Agreement, whichever event occurs last.
- c. If this Agreement is terminated, neither UT TYLER nor SFA shall be liable to the other for any monetary or other losses resulting from the termination or incurred as a result of the Agreement.

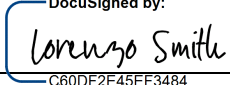
EXECUTED by The University of Texas at Tyler and Stephen F. Austin State University.

The University of Texas at Tyler:

By: 
Dr. Amir Mirmiran
EVP for Academic Affairs & Provost

Date: 6/14/2024

Stephen F. Austin State University:

By: 
Dr. Lorenzo Smith
EVP for Academic Affairs and Provost

6/14/2024
Date: _____