

## CROSSTOWN AGREEMENT

This Agreement is among the governing authorities of **Texas Tech University** (hereinafter known as **Institution A**) which hosts Air Force ROTC (**AFROTC**) **Detachment 820**, the governing authorities of **Eastern New Mexico University** (hereinafter known as **Institution B**) which does not host an AFROTC unit, and the Air Force ROTC Commander. It is the purpose of this Agreement to make the Air Force ROTC General Military Course and/or Professional Officer Course available to qualified students of **Institution B** who desire to earn appointments as commissioned officers in the United States Air Force.

### AGREEMENT

1. Contingent upon acceptance of this Agreement and upon the initial and continuing fulfillment of all the conditions enumerated in paragraphs 2, 3, 4, and 5 following, the Air Force ROTC Commander, will:
  - a. Provide AFROTC instruction in the General Military Course numbers AERS 1105/1106, AERS 2103/2104 and/or Professional Officer Courses AERS 3305/3306 and AERS 4303/4304 to qualified and selected applicants who are students of **Institution B**. Air Force ROTC instruction will be provided to those selected students of **Institution B** on the campus of **Institution A**.
  - b. Enroll qualified students of **Institution B** who are selected for the General Military Course and/or the Professional Officer Course as members of the Air Force ROTC detachment at **Institution A**.
  - c. Provide uniforms, in accordance with the existing Agreement between **Institution A** and the Secretary of the Air Force, for all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at **Institution A**.
  - d. Provide subsistence allowance, in accordance with existing policies, to all Air Force ROTC cadets who are enrolled as members of the Air Force ROTC detachment at **Institution A**.
  - e. Provide tuition and fees, in accordance with existing policies:
    - (1) To **Institution A** for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at **Institution A**.
    - (2) To **Institution B** for all Air Force ROTC cadets on scholarship status who are enrolled as members of the Air Force ROTC detachment at **Institution A** if a separate educational services agreement exists between the Department of the Air Force and **Institution B**.
2. Contingent upon the acceptance of this Agreement and upon fulfillment of the conditions enumerated in paragraph 1, the governing authorities of **Institution A** agree to:

- a. Provide adequate classroom and related administrative facilities to support the aerospace studies instruction of all enrolled members of its Air Force ROTC detachment who receive students on its campus.
  - b. Report estimated and actual costs of tuition and fees for each fiscal year to the AFROTC detachment at **Institution A**. This report will be the basis for funding obligations for each fiscal year.
3. Contingent upon the acceptance of this Agreement and upon fulfillment of the conditions enumerated in paragraphs 1 and 2, the governing authorities of **Institution B** agree to:
- a. Include in appropriate publications announcement of the aerospace studies courses of Air Force ROTC available to its students.
  - b. Grant appropriate academic credit applicable for the successful completion of courses offered by the Department of Aerospace Studies at **Institution A**.
  - c. Report, if a separate educational services agreement exists between the Department of the Air Force and **Institution B**, the estimated and actual costs of tuition and fees for each fiscal year to the AFROTC detachment at **Institution A**. This report will be the basis for funding obligations for each fiscal year.
4. The governing authorities of Institutions A and B will either negotiate a formal written agreement whereby **Institution A** transfers tuition and fees to **Institution B** for those students scholarship status from **Institution B** enrolled in Air Force ROTC at **Institution A**, or concur a separate educational service agreement between the Department of the Air Force and **Institution B** if desired.
5. The governing authorities of **Institution B** affirm that:
- a. The following regional association accredits it as a baccalaureate degree granting institution:  
The Higher Learning Commission
  - b. For good and valid mutual consideration, and as a condition precedent to acceptance and continuation of this Agreement, the institution warrants and represents that it does not, and will not, discriminate in any way with respect to the admission or subsequent treatment of students on the basis of race, color, sex, or national origin. It is further mutually agreed that a violation of the covenant, as determined by the Secretary of the Air Force or a designee may be regarded as a breach of this Agreement, justifying termination thereof, at no cost to the government, by the Secretary or designee.
  - c. Students of **Institution B** will be provided transportation for 92 miles each way in order to attend AFROTC classes at **Institution A**.
  - d. **Institution B** expects 12-16 students to enroll/attend AFROTC classes at **Institution A**.

6. All parties agree that:
  - a. This Agreement becomes effective   10 Aug 2019  .
  - b. This Agreement may be terminated at the end of any school year by any of the parties hereto by giving one hundred and twenty (120) days notice of such intent to the other parties.
7. All information, documentation, and other material submitted by **Institution B** for and under this Agreement are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). **Institution B** is hereby notified that **Institution A** strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General.
8. It is understood and agreed that **Institution A** will not be liable for any negligent or wrongful acts, either of commission or omission, chargeable to it unless such liability is imposed by Texas law and that this Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by **Institution A** to **Institution B** or to any third party.
9. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless all parties agree in writing. Any such assignments or sub agreements made without the prior written approval of all will be wholly void and ineffective.
10. This Agreement supersedes all prior agreements, written or oral, between the parties and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except in writing signed by the parties.
11. If given access to the personally identifiable information about any student during performance of the services, the parties agree to abide by the limitations on re-disclosure of personally identifiable information from student records as set forth in The Family Educational Rights and Privacy Act ("FERPA") 34 CFR, §99.3.
12. The parties agree that they are independent contractors and that this Agreement does not form a joint venture or partnership.
13. This Agreement is non-exclusive.
14. No modification or amendment to this Agreement will become valid unless agreed to in writing and signed by all parties. All correspondence regarding modifications or amendments to this Agreement must be forwarded to the Texas Tech University Office of Procurement Services for prior review and approval. Only the Chief Procurement Officer or his/her designee will be authorized to process changes or amendments.

15. The parties agree that they will comply with all federal, state, or local laws or regulations applicable to performance under this Agreement.
16. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement to **Institution A** will be in writing and will be sent via registered or certified mail, overnight courier, or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one (1) business day after delivery to the courier, and (iii) if sent by email, when received:

Contracting  
Procurement Services  
Texas Tech University  
PO Box 41094  
Lubbock, Texas 79409  
contracting@ttu.edu

Name of **Institution A**: **Texas Tech University**  
Term Type: Semester  
Other ROTC Units on Campus: Army ROTC  
Special Status: HSI (Hispanic Serving Institution)

Names of Signing Officials:  
Jennifer Adling, Chief Procurement Officer

Signature:   
Jennifer Adling (Sep 12, 2018)

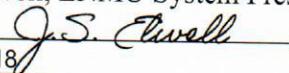
Email: jennifer.adling@ttu.edu

Title: Chief Procurement Officer

Sep 12, 2018

Name of **Institution B**: **Eastern New Mexico University**  
Address: ENMU Station 1, 1500 S Ave K, Portales, NM 88130

Names of Signing Officials:  
Dr. Jeff Elwell, ENMU System President

Signature:   
Date: 9-8-18

Dr. Jamie Laurenz, Vice President of Academic Affairs

Signature:   
Date: 9/10/18