

ACS CONSULTING AGREEMENT

This ACS Consulting Agreement (hereinafter “**Agreement**”) is made this 26th day of April, 2021, between Urquidez Educational Consulting Services Ltd. dba Academic Consulting Services, of 5440 Harvest Hill Road, Suite 234, Dallas, Texas 75230, (hereinafter “**ACS**” or the “**Consultant**”) and International Leadership of Texas, Inc., of 1651 N. Glenville Drive, Suite 215, Richardson, Texas 75081 (hereinafter “**ILTexas**” or the “**Client**”) (and collectively, the “**Parties**”). For good and valuable consideration, as set forth herein, the Parties hereby agree as follows.

1. Obligations of Consultant. The Consultant will provide advice, expertise, consulting, training and related professional services to Client on matters related to college admissions advising and college preparation advising. The Consultant will perform the following for Client:

1. Select and oversee a dedicated full-time ACS College Advisor at each of the designated ILTexas high schools below, with Lancaster-Desoto HS and Aggieland HS to share an ACS College Advisor and be considered a single designated high school;
2. Recruit, train, and hire each dedicated ACS College Advisor at each of ILTexas high schools served;
3. Implement professional development programs for each high school campus and its dedicated ACS College Advisor;
4. Work with and train ILTexas students to become competitive college applicants;
5. Help and support ILTexas students to gain admission to his / her best fit college;
6. Connect ILTexas students to ACS’s college network;
7. Target and work toward ensuring the affordability of ILTexas students’ college options;
8. All college applications and other college materials sent from ILTexas will be coordinated through the ACS College Advisor;
9. Create a college-going culture driven by high expectations in all the ILTexas high schools; and
10. Coordinate with ILTexas in projects to increase the number of international students attending ILTexas.

2. Scope of Work. Consultant will provide the above services enumerated in paragraph 1 for each of the high schools of ILTexas served (hereinafter “the high schools designated”); these high schools include: ILTexas Garland High School at 4413 N Shiloh Rd., Garland, TX 75044; ILTexas Arlington-Grand Prairie High School at 2851 Ragland Rd., Grand Prairie TX 75052; ILTexas Keller-Saginaw High School at 10537 US-287, Fort Worth, TX 76131; ILTexas Katy-Westpark High School at 20055 Beechnut Street, Richmond, TX 77407; ILTexas Windmill Lakes-Orem High School at 9901 Windmill Lakes Blvd. Houston, TX 77075, and one jointly shared ACS College Advisor between ILTexas Lancaster-Desoto High School at 901 N. Polk Street, DeSoto, TX 75115 and ILTexas Aggieland High School at 2611 Texas Ave, College Station, TX 77840. Further, as ILTexas establishes additional high schools that have a Junior class, this Agreement will expand to include those additional high schools as part of this Agreement.

3. Term of Agreement/Renewal. The term of this Agreement shall be an initial one-year term with the initial term to be from September 1, 2021 to June 15, 2022 and shall automatically renew for successive one year terms unless terminated as provided in this Agreement. Accordingly, if the Agreement is not terminated, the Agreement shall renew for a new one-year term and shall continue to renew for successive one year terms until terminated as provided in this Agreement. To terminate this Agreement, the Party wishing to terminate the Agreement must notify the other Party in writing via U.S. Certified Mail no later than by April 1st of the current term year prior to end of that current year term as discussed in paragraph 5.

4. Consulting Fee. The Client agrees to pay an annual consulting fee of \$120,000.00 per designated high school served under this Agreement (“the Consulting Fee”) to Consultant and for next school year ILTexas Lancaster-Desoto HS and ILTexas Aggieland HS shall be considered a single designated high school, making the total designated high schools served for next year six (6) designated high schools, not seven (7) designated high schools for cost purposes. The Consulting Fee is a per designated high school consulting fee. Thus, for example, in school year 2021-22, ILTexas will have six (6) designated high schools served, and thus the total Consulting Fee for those six (6) designated high schools will be \$720,000.00. Initial payment of \$360,000 will be made by November 1, followed by three monthly installments of \$60,000 each in November, December, and January; followed by four payments of \$45,000 each to be made in February, March, April, and May.

5. Termination of Agreement. The Parties agree to use their best efforts in completing and performing this Agreement. Further, the Parties agree that should issues arise in the performance of the Agreement, the Parties agree to notify the other Party as early as possible, in writing, of such issues, and the Parties agree to use their best efforts to work though and resolve any such issues. To terminate this Agreement, the Party wishing to terminate the Agreement must notify the other Party no later than by April 1 prior to end of that current year term and if so notified of termination this Agreement will then end at the completion of that year term. In addition, in compliance with Texas state law, Client may also terminate this Agreement upon the happening of exceptional financial circumstances as allowed and required by Texas state law and as discussed in paragraph 6 below.

6. Loss of Funding and Commitment of Current Revenue. Termination of the Agreement under this paragraph is to be considered Termination for non-Appropriation of Funds. Client shall have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement with regard to any services to be performed after the end of such fiscal year or end of the special revenue fund or grant, without Client incurring any liability to Consultant as result of such termination, including early termination charges. If Client terminates this Agreement pursuant to this paragraph, Consultant will have the right to collect and retain payment for services rendered to District through termination date but shall not be entitled to any early termination charges.

7. Consultant’s Designated Personnel. As discussed herein, the Consultant will provide a full-time ACS College Advisor for each ILTexas high schools, which presently are (1) ILTexas Garland HS; (2) ILTexas Arlington-Grand Prairie HS; (3) ILTexas Keller-Saginaw HS; (4) ILTexas Katy-Westpark HS; (5) ILTexas Windmill Lakes-Orem HS; and (6) a jointly shared ACS College Advisor for Lancaster-Desoto HS and Aggieland HS. Further, ACS will provide a full-time ACS College Advisor for each additional high school that ILTexas establishes for the year in which that campus has a Junior class.

The ACS College Advisor shall work for and be an employee of Consultant. As discussed herein, ACS shall select, train, and oversee each of the ACS College Advisors for the served ILTexas high schools. It is understood that the ACS College Advisor shall be required to sign non-compete and non-disclosure agreements along with other employment agreements with ACS as part of their employment with ACS. It is understood that ACS will be seeking to hire best fit persons for the ACS College Advisor position. Although ACS may consult with and get input from Client on hiring, termination, and selection decisions, ACS shall retain full and final decision-making authority on the hiring, termination, selection and any other employment decisions in regards to the ACS College Advisors and ACS staffing.

8. Intellectual Property. The Consultant shall own and hold the exclusive rights in its Intellectual Property which includes, but is not limited to, its manner of operation, its plans, processes, methods, products, forms, files, letters, documents, formulas, trade secrets, trademarks, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important. The Client may not provide such Intellectual Property to other entities, organizations, or third-parties. Such Intellectual Property is licensed to Client for use only during the term of this Agreement and any successive terms. The Client further agrees to stop using and to return all Intellectual Property to Consultant upon the termination of this Agreement. There is no license for continue use of any of Consultant's Intellectual Property after the termination of this Agreement.

9. Confidentiality of Intellectual Property. The Client acknowledges that during the performance of the Agreement, Client will be given access to and become acquainted with Consultant's trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the Consultant and/or used by the Consultant in connection with the operation of its business including, without limitation, the Consultant's business and product processes, methods, customer lists, accounts and procedures, and Consultant's Intellectual Property discussed above. Consultant agrees to provide Client access to Consultant's Intellectual Property. Both Client and Consultant agree that access to Consultant's Intellectual Property is important and needed for this Agreement. The Client agrees that it will not disclose any of the aforesaid items and Intellectual Property, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of performance of this Agreement. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Consultant, whether prepared by the Consultant or otherwise coming into Client's possession, shall remain the property of the Consultant. Upon the expiration or termination of this Agreement, Client shall immediately deliver to the Consultant a copy of such files, records, documents, specifications, information, and other items of Consultant's Intellectual Property in Client's possession. The Client further agrees that it will not disclose the terms of this Agreement to any person without the prior written consent of the Consultant.

10. Inventions. Any and all inventions, discoveries, developments and innovations conceived of during course of performance of this Agreement relative to the Consultant's duties under this Agreement shall be the exclusive right and ownership of Consultant. Any and all inventions, discoveries, developments and innovations conceived by the Client prior to the term of this Agreement and utilized by Consultant in rendering its duties to the Client are hereby licensed to the Consultant for use in its operations and for an infinite duration.

11. No Hire. For a period of 60 months after Consultant's employee becomes no longer employed by Consultant ("Former Employee"), Client agrees not to employ, hire, engage, or consult any "Former Employee who has previously been employer by Consultant, whether for this Agreement or in any other capacity. In addition, Client agrees not to employ, hire, engage, or consult any "Former Employee who has previously been employed by Academic Success Program, Academic Success Program Dallas, or Academic Consulting Services or otherwise worked for or provided services to Consultant. Further, Client agrees not to employ, hire, engage, or consult any "Former Employee who Client knows or becomes aware has signed a non-compete or non-disclosure agreement with ACS or Academic Success Program. The aforementioned hiring restrictions shall become null and void the day after the 60th month that the Former Employee has no longer been employed by Consultant.

12. Cost of Materials. The Client agrees to pay for the cost of materials and supplies necessary for the performance of this Agreement, such costs may included, but are not limited to, postage for student college and financial aid applications, visits to colleges for students and appropriate faculty, outreach initiatives to colleges and universities, additional costs for a symposium to accommodate ILTexas staff and students, costs of student SAT's, and costs of Student CSS Profiles and other scholarship and financial aid applications. The Consultant will obtain the Client's approval prior to incurring any such costs.

13. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

14. Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

15. Modification or Amendment. This Agreement may only be modified or amended in writing, if the writing is signed by the Parties.

16. Governing Law and Forum. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas (without regard to the conflicts or choice of law principles thereof). The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in Dallas County, Texas, shall be the exclusive place of venue to resolve any dispute with respect to this Agreement.

17. Notice. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one Party may furnished to the other in writing during the course of this Agreement. Should either party become aware of a new address for the other Party, they shall send a notice to that address as well.

18. Duplicate Originals and Authority. This Agreement may be executed in two (2) counterparts, each of which shall have the full force and effect of the original Agreement, and each of shall be constituted as one and the same instrument. Each Party and individual signing below represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such Party according to its terms.

19. Complete Understanding and Mutual Contribution. This Agreement replaces all previous agreements and discussions relating to the subject matters contemplated under this Agreement and constitute the entire Agreement between the ILTexas and ACS with regard to these matters. The Parties to this Agreement may not modify in any respect by verbal statement, representation, or agreement nor by any written document unless it signed by both the ILTexas and ACS. This Agreement shall be considered as drafted by both of the Parties and, thus shall not be construed against any Party because that Party initially drafted any particular provision.

20. Miscellaneous. ILTexas does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute or any action required of the Institution shall be interpreted to be such a waiver. NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION

SIGNATURES:

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective April 26, 2021.

By:

Eddie Conger, Superintendent - International Leadership of Texas

Date

By:

Thomas Jay Urquidez, CEO - Academic Consulting Services

Date