

Agreement number: # TBD

Article 1 INTERAGENCY TRAINING AGREEMENT

This Interagency Training Agreement (“Agreement”) is entered into as of the date of last signature, (“Effective Date”) between Railroad Commission of Texas (“RRC”), with its principal office located at 1701 N. Congress, Austin, Texas 78701, and Texas Tech University on behalf of its Oilfield Technology Center (“OTC”), a Texas public institution of higher education (“TTU”). RRC and TTU may be referred to herein individually as a “Party” and collectively as “Parties.” This Agreement is entered into pursuant to the Interagency Cooperation Act, Texas Government Code Chapter 771. TTU represents that it is authorized to provide the training services described herein, and RRC represents that the services are necessary and authorized for the proper performance of its statutory duties.

Background

- TTU’s Department of Petroleum Engineering operates the Oilfield Technology Center at 1051 East Loop 289, Lubbock, TX.
- RRC intends to use the OTC as further described in the attached Exhibit A.
- TTU now grants RRC the right to access and use the OTC in accordance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

Now therefore, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Scope of License

- 1.1 Grant of License.** TTU grants RRC the right to access and use OTC solely for the purpose of conducting the training described in Exhibit A. This is an interagency use right, not a commercial license. This Agreement does not entitle RRC to occupy, enter, or use any area or facility not detailed in this Agreement or in Exhibit A.
- 1.2 Public Safety/Security.** RRC shall at all times conduct its activities regarding its use of the OTC with appropriate regard for the safety of persons and property associated with the OTC, and will observe and abide by all applicable safety rules and regulations of TTU, the State of Texas, the federal government, and City of Lubbock, and will comply with requests and directives regarding such regulations by duly authorized persons. If at any time before or during the Agreement, TTU determines that the OTC poses a potential hazard to persons or property, TTU shall have right to cancel this Agreement and deny permission for RRC to use the OTC. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities around the OTC or any portion of TTU’s property or TTU-leased property shall be kept unobstructed by RRC and shall not be used for any purpose other than ingress to or egress from the location of the OTC by RRC or RRC’s officers, employees, agents, contractors or subcontractors.
- 1.3 Control of Facility.** In permitting the use of the OTC, TTU does not relinquish custody and control thereof, and specifically retains the right to enforce any and all laws, rules and regulations applicable to the

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OTC, and representatives of TTU may enter any portion of the OTC at any time and on any occasion without any restrictions.

- 1.4 Non-TTU Personal Property.** TTU is not responsible for security or for any damage to or loss of personal property or articles brought into the OTC or for any loss or damage that occurs in the OTC, or on TTU property. RRC shall remove from the OTC all materials pertinent to use of the OTC that are not the property of TTU before expiration or upon termination of this Agreement. TTU shall be authorized to remove at the expense of RRC all materials remaining in the OTC at the expiration or termination of this Agreement. RRC shall be responsible for payment of TTU's costs for removing, storing, and disposing of such remaining material, and TTU shall in no way be responsible for any loss or damage to material removed or stored under this provision. Materials that remain unclaimed by RRC for more than thirty (30) days after the expiration of the Agreement may be retained by or disposed of at TTU's sole discretion, and TTU shall have no obligation to account to or reimburse RRC for the unclaimed property. RRC grants TTU a lien on any remaining materials to secure RRC's payment of costs incurred by TTU for removal and storage.
- 1.5 Care of TTU Owned or Leased Property.** RRC shall take good care of the OTC, including the facilities, furniture, fixtures, and paths used by RRC for ingress and egress to and from the OTC, and shall return the OTC to its previous condition at the conclusion or termination of the Agreement. RRC shall be liable for the cost of any cleaning fees, repairs, restorations, or replacements to OTC or TTU's owned or leased property arising from RRC's use, and RRC shall reimburse TTU for all such costs. If the RRC has physical access to the site, RRC shall:
- 1.5.1** maintain the OTC in a clean, orderly and sanitary condition;
 - 1.5.2** treat, and cause its employees, agents, contractors and subcontractors to treat, the OTC in a manner to avoid damage to such property. RRC shall train and supervise its employees, contractors, and subcontractors and exercise the oversight necessary to fulfill these obligations. RRC agrees to correct, repair, or modify (or begin to correct, repair, or modify if the particular situation requires more than twenty-four (24) hours to correct, repair, or modify), at its sole expense:
 - 1.5.2.1** its failure to meet this requirement;
 - 1.5.2.2** damage to the OTC caused by RRC's act or omission, within twenty-four (24) hours of notice by TTU to the RRC of such failure or property damage.
 - 1.5.3** If RRC fails to make corrections, modifications, or repairs within the required timeframe:
 - 1.5.3.1** TTU may make the corrections, modifications, or repairs (or contract with third parties to make the corrections, modifications, or repairs); and
 - 1.5.3.2** RRC shall reimburse TTU for the cost of the corrections, modifications, or repairs within thirty (30) days from receipt of an invoice for the costs. If TTU determines it will make the corrections, modifications, or repairs, it will notify the RRC of such intent, and RRC will not interfere with TTU's efforts to complete the corrections, modifications, or repairs.
- 1.6 Quality Measures.**
- 1.6.1** All use of OTC by RRC is subject to inspection and approval by TTU.

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1.6.2 If for any reason TTU is not satisfied with RRC's use of the OTC, RRC shall coordinate with TTU to resolve the problem(s).

1.6.3 All labor, supervision, and coordination between TTU and RRC will be as provided in Exhibit A.

1.7 Not Exclusive. This Agreement is not exclusive and TTU may allow other Customers or state agencies to use OTC.

2. Financial Arrangement

2.1 Fees. RRC shall pay TTU the fee(s) provided in Exhibit A. In the event that this Agreement is extended past the Initial Term, fees may only be changed by mutual written agreement of the Parties.

2.1.1 Additional Fees. RRC shall pay an additional fee(s) provided for in Exhibit A incurred by RRC only if mutually agreed to in writing.

2.2 Invoice & Payment. TTU shall send invoices by electronic means to RRC at invoices@rrc.texas.gov on the 15th of each month for use of OTC. Payments under this Agreement shall be made through interagency transfer in accordance with Texas Government Code § 771.010. RRC shall pay all invoices net thirty (30) days.

2.3 Training may be provided under this contract on an as-needed basis. A Not-To-Exceed (NTE) amount has been established; however, the agency is not obligated to utilize or attend the training.

3. Term & Termination

3.1 This Agreement will begin on the date of last signature (the "Effective Date") and will expire as determined in Exhibit A.

3.2 Either Party may terminate this Agreement for any reason by giving the other Party thirty (30) days prior written notice.

3.3 In no event will termination by either Party as provided for under this Section 3 give rise to any liability on either party's part including, but not limited to, claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing.

3.4 In the event of expiration or termination of this Agreement, RRC shall immediately discontinue all use of OTC and return all TTU property as applicable.

4. General

4.1 Standard of Care. RRC agrees that it possesses the requisite experience and skills to use the OTC under this Agreement and it will do so with due diligence and reasonable care. RRC shall provide proof of any special licenses, permits or certificate of completion of trainings determined to be required or requested by TTU prior to the start of work and/or use.

4.2 Survival. Provisions that by their nature are intended to survive, including but not limited to confidentiality obligations, will survive expiration or termination of this Agreement.

- 4.3 Publicity.** Subject to the Texas Public Information Act, RRC agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties. As a public institution, TTU maintains a consistent policy of not endorsing products or services, whether purchased or received. RRC and TTU's employees shall comply with TTU Operating Policy and Procedure 68.01. <https://www.depts.ttu.edu/opmanual/OP68.01.php>. RRC shall not use TTU's name or protected identity marks, including but not limited to wordmark, logos, seals, imagery, and insignia (collectively, "Marks") without TTU's prior express written approval from the TTU Vice President for Marketing and Communication or their designee. The approved use of any Marks shall cease upon termination of the Agreement or upon written notification by TTU. RRC shall not use TTU's Marks to represent any type of relationship between TTU and RRC or that TTU endorses RRC unless formally approved in writing. The use of all identity marks shall be governed by TTU's identity guidelines policy, which may be updated from time to time. [https://www.depts.ttu.edu/communications/identityguidelines/..](https://www.depts.ttu.edu/communications/identityguidelines/)
- 4.4 Independent Contractor Status.** TTU will not be responsible for the Federal Insurance Contribution Act ("FICA") payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TTU furnish any medical or retirement benefits or any paid vacation or sick leave. RRC is responsible for the conduct of business operations, including employee salaries, travel, etc. Both Parties act in their governmental capacities and neither Party is an agent, employee, joint venturer, or partner of the other.
- 4.5 Subcontractors.** RRC will not assign any of its rights, duties, or responsibilities under this Agreement to any subcontractor, except as expressly provided for in this Agreement and approved in advance by TTU in writing. Subcontractors utilized by RRC under the Agreement will meet the same requirements and level of experience required of RRC. No subcontract under the Agreement will relieve RRC of the responsibility for use of the OTC that RRC has agreed to provide. Additionally, if subcontractors are utilized by RRC, RRC must comply with Texas Government Code §2251.022.
- 4.6 Acceptance of Use.** Use of OTC under this Agreement will be to the satisfaction of TTU and in accordance with the specifications, terms, and conditions of the Agreement. TTU reserves the right to inspect use of the OTC to determine the quality, acceptability, and fitness of such use.
- 4.7 Warranties.** With respect to use of OTC under this Agreement, RRC warrants to TTU that (i) RRC is or has personnel of requisite skill, experience, and qualifications to use the OTC and will do so in a professional and workmanlike manner in accordance with generally recognized industry standards for similar facilities and in accordance with any and all specifications of the Agreement. TTU may provide RRC with notice of any defect or nonconformance on or before the time period set forth in the Agreement.
- 4.8 Taxes.** As agencies of the State of Texas, both Parties qualify for exemption from state and local sales and use taxes pursuant to the provisions of the [Texas Limited Sales, Excise, and Use Tax Act](#).
- 4.9 Agreement Amendments.** No modification or amendment to this Agreement will become valid unless agreed to by both Parties in writing and signed by both Parties. All correspondence regarding modifications or amendments to the Agreement will be forwarded to the TTU Office of Procurement Services for prior review and approval. Only the TTU Assistant Vice President and Chief Procurement Officer or their designee will be authorized to process changes or amendments. All amendments will be signed by the same person who signed this original Agreement or their successor(s).

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4.10 Access to Documents. Both Parties will maintain records generated pursuant to this Agreement for a period of at least two (2) years after submission of the last accounting report date on which OTC was used, or until final resolution of any proceedings arising out of this Agreement, whichever date is later in time. Both Parties will allow the other party access to documents for audit and other purposes of this Agreement.

4.11 Right to Audit.

4.11.1 RRC understands that acceptance of funds under this Agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. RRC further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested.

4.11.2 TTU has the right, at TTU's sole cost, to audit RRC's financial records pertaining to the Agreement for the preceding twelve (12) month period using either TTU's personnel or an independent third party. TTU will complete such audit at RRC's office, on reasonable advance notice, and on dates and times mutually agreed to by the Parties. If the audit reveals RRC owes TTU money, RRC will pay the amount due within thirty (30) days of the date TTU notifies RRC of the audit results. If the audit reveals TTU owes RRC money, TTU will pay RRC within thirty (30) days of the date the audit is complete.

4.12 Severability. If one or more provisions of this Agreement, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other Parties or circumstances will remain valid and in full force and effect.

4.13 Non-Waiver of Defaults. TTU's failure at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Agreement will not constitute a waiver of such terms, conditions, or rights, and will not affect or impair it or TTU's right at any time to avail itself of the terms, conditions, or rights under this Agreement.

4.14 Assignment. Neither this Agreement, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless TTU agrees in writing. RRC will not assign or subcontract any portion of the Agreement without TTU's prior written approval. TTU will not recognize any assignment or subcontract made without TTU's prior written approval, and any such assignment by RRC will be wholly void and ineffective for all purposes unless made in conformity with this section.

4.15 Force Majeure. "Event of Force Majeure" means an event beyond the control of RRC or TTU which prevents or makes a party's compliance with any of its obligations under the Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No party will be considered in breach of the Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A party asserting an Event of Force Majeure hereunder ("Affected Party") will give reasonable notice to the other party of an Event of Force Majeure upon it being foreseen by, or becoming

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known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.

- 4.16 Emergency Health and Safety Procedures.** In the event of pandemic, epidemic, viral outbreak, health crisis, or other emergency (“Emergency”), TTU may, by mutual written agreement, implement new or modified health and safety procedures in order to protect the health and safety of the TTU community. In the event of Emergency, RRC agrees to adhere to all such procedures and related directives from TTU when entering onto TTU’s campus.
- 4.17 Texas Public Information Act.** All information, documentation and other material submitted by RRC under this Agreement are subject to public disclosure under the Texas Public Information Act, [Texas Government Code, Chapter 552](#). RRC is hereby notified that TTU strictly adheres to this statute and the interpretations thereof rendered by the Courts and the Texas Attorney General. TTU will use its best efforts to maintain the confidentiality of all RRC submitted information except where TTU is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether any RRC proprietary information (such as financial information, client lists, etc.) is released to the public, however TTU will give RRC notice of all requests for its proprietary information in accordance with the Act. TTU cannot represent RRC’s interests to the Texas Attorney General and RRC seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding their information. Please note that in general, pricing information will be disclosed under the Public Information Act. If RRC has further questions regarding the Public Information Act, it should seek appropriate legal counsel.
- 4.18 Registration of Sex Offenders.** All sex offenders required to register with local law enforcement authorities under [Texas Code of Criminal Procedure § 62.153](#) who intend to work on any campus of TTU for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the TTU Police Department (“TTPD”) within seven (7) days of beginning work on any campus of TTU. In addition, such sex offenders are required to notify TTPD within seven (7) days of terminating work on any campus. Therefore, if RRC’s employees and subcontractors will be performing work on any of TTU’s campuses, it is RRC’s responsibility to comply with this requirement. For additional information, please contact TTPD at 413 Flint Avenue, Lubbock, TX 79415, 806-742-3931, or <http://www.depts.ttu.edu/ttpd/clery.php>.
- 4.19 Clery Act Responsibilities.** [The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. §1092\(f\)](#), as amended from time to time (the “Clery Act”) imposes a legal duty on TTU to disclose to its campus community and to the U.S. Department of Education timely and annual information about certain incidents that occur on its campus and at certain off-campus, non-campus, and public property locations. For the purposes of this Agreement, the term “Clery-Reportable Incidents” are alleged criminal offenses and arrests based on the definitions provided by the Federal Bureau of Investigation Uniform Crime Reporting Program and the Clery Act, as each may be amended from time to time, and which currently include: murder, manslaughter, rape (including statutory rape), forcible fondling, incest, robbery, aggravated assault, burglary, motor vehicle theft, arson, weapons violations, drug violations, alcohol violations, domestic violence, dating violence, hazing, and stalking, that in each case are alleged to have occurred at or around the facility. RRC shall use commercially reasonable efforts to notify TTU (in the manner set forth below) of a Clery-Reportable Incident within three (3) business days after RRC receives actual notice or otherwise obtains actual knowledge of the occurrence of a Clery-Reportable Incident. RRC shall report a Clery-Reportable Incident to TTU as set forth herein regardless of whether a police investigation has begun with respect to such Clery-Reportable Incident (except for arson, which must only be disclosed if evidence arises during the course of an investigation that indicates arson caused a fire). TTU

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shall comply with all applicable requirements of the Clery Act with respect to any Clery-Reportable Incident that RRC reports to TTU or of which TTU otherwise becomes aware. Notwithstanding anything to the contrary, (i) RRC shall not be in breach of its obligations under this subsection if it fails to deliver notice of the occurrence of a Clery-Reportable Incident, within the time period set forth above, of which TTU already has knowledge. RRC's report to TTU of a Clery-Reportable Incident shall include, to the extent actually known to RRC, the occurrence, date, time, and location of the incident, and the number of victims involved in the Clery-Reportable Incident. RRC shall have no obligation to deliver any further report to TTU with respect to such previously reported Clery-Reportable Incident. RRC agrees to deliver any report of a Clery-Reportable Incident to TTU to be made under this subsection, by email, as follows:

Texas Tech Police Department
Attention: Chief of Police
police@ttu.edu

Texas Tech Clery Compliance
clerycompliance@ttu.edu

4.20 INDEMNIFICATION. TO THE EXTENT PERMITTED BY LAW, EACH PARTY IS RESPONSIBLE FOR ITS OWN ACTS AND OMISSIONS AND THOSE OF ITS EMPLOYEES. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF SOVERIGN IMMUNITY OR AS CREATING ANY INDEMNITY OBLIGATION BETWEEN THE PARTIES.

4.21 Governing Law. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions under this Agreement will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas. Venue is determined by applicable Texas law and is not contractually fixed by the Parties.

4.22 Dispute Resolution. The dispute resolution process provided for in the [Texas Government Code, Chapter 2260](#) ("Chapter 2260") will be used, by TTU and RRC in an attempt to resolve any unresolved claim for breach of this Agreement arising under this Agreement.

4.22.1 Neither the execution of this Agreement by TTU nor any other conduct of any of TTU's representatives relating to the Agreement will be considered a waiver of TTU's sovereign immunity to suit.

4.23 Notices. Notices will be effective under this Agreement when they are reduced to writing and delivered by next day delivery service, with proof of delivery, or mailed certified or registered mail, return receipt requested, to the appropriate Party at the address stated below. Notice will be deemed given on the date delivered or the date of attempted delivery if service is refused.

Railroad Commission of Texas
Theresa Lopez
Director of Operations
1701 N. Congress, Austin, TX 78701
Theresa.Lopez@rrc.texas.gov

Texas Tech University:
TTU Procurement Services
Contract Management
Texas Tech University
PO Box 41094
Lubbock, Texas 79409
contracting@ttu.edu

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4.24 Certifications.

- 4.24.1 The services specified are necessary and essential and are properly within the statutory functions and programs of the Parties as agencies of state government.
- 4.24.2 The proposed arrangements serve the interest of efficient and economical administration of the Parties
- 4.24.3 The services, supplies, or materials contracted for are not required to be supplied under contract to the lowest responsible bidder; and
- 4.24.4 This agreement neither requires, nor permits, either party to exceed its duties and responsibilities or the limitations of its appropriated funds.

4.25 Execution. This Agreement may be executed in any number of counterparts (including electronically scanned and e-mailed PDF copies, faxed copies and any similarly signed and electronically transmitted copies), each of which will be deemed to be an original and all of which will constitute together one and the same agreement.

RRC:

Railroad Commission of Texas
Attn: Danny Sorrells
Deputy Executive Director & Director, Oil and Gas Division
1701 N. Congress, Austin, TX 78701
T. 512-463-0453
E. danny.sorrells@rrc.texas.gov

TTU:

Texas Tech University
Attn: Contract Management
Box 41094
Lubbock, Texas 79409
T. 806.742.3844
contracting@ttu.edu

Railroad Commission of Texas
(referred to as "RRC" throughout)

Texas Tech University
(referred to as "TTU" throughout)

By  Danny Sorrells (Jun 29, 2026 13:16:22 CDT)

By  Jennifer Adling (Jun 26, 2026 15:45:49 CDT)

Danny Sorrells
Deputy Executive Director & Director, Oil and Gas Division

Jennifer Adling
Assistant Vice President & Chief Procurement Officer

06/29/2026

Date

06/26/2026

Date

Exhibit A

1. Scope of Services

TTU shall provide a four (4)-day training course for oil and gas inspectors employed by RRC. The course will be delivered by qualified instructors who are faculty or staff of TTU's Petroleum Engineering Department and will include both classroom instruction and hands-on demonstrations.

2. Training Location and Facilities

Training will be conducted at the Oilfield Technology Center ("OTC") facility operated by TTU. Instruction will occur in:

- OTC classroom facilities; and
- Outdoor, shop, and demonstration areas containing oilfield equipment.
- A portion of the class may be conducted at the Texas Tech University campus Petroleum Engineering building.

The course may also include a visit to TTU's Petroleum Engineering facilities on the TTU campus for additional visual and instructional learning opportunities.

3. Schedule

- Dates and times of the training class shall be determined by mutual agreement of the parties.
- The tentative schedule is for classes to begin Tuesday morning and conclude Friday.

4. Course Content

The curriculum will be mutually agreed upon by TTU and RRC and will cover topics relevant to oil and gas inspection and operations in Texas.

The course will include both classroom instruction and hands-on demonstrations utilizing oilfield equipment located at the OTC.

5. Compensation

RRC will compensate TTU in accordance with this **Exhibit A – Statement of Work**. The total amount of this Contract shall not exceed **TWO HUNDRED AND EIGHT THOUSAND DOLLARS AND ZERO CENTS (\$208,000.00)** for the term of the agreement.

The minimum charge is \$8,000, which covers up to 10 students. For each additional student beyond 10, the cost is \$800 per student.

6. Fees and Payment

- Tuition: \$800 per student; up to 20 RRC students per training session and be supported by available appropriations.

Training may be provided under this contract on an as-needed basis. A Not-To-Exceed (NTE) amount has been established; however, the agency is not obligated to utilize or attend the training.

7. Term of Contract

This Contract will begin on the date of the last Party's signature and will expire on May 31, 2027. The term of the Contract may be renewed annually by a written amendment to this Contract signed by the duly authorized representatives of the parties here to. The Contract may be renewed for two (2) additional renewal terms of one year as set forth in the schedule below.

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- June 1, 2027 – May 31, 2028
- June 1, 2028 – May 31, 2029