

AGREEMENT ON COLLABORATION
between
ALERRT at Texas State University
And
Arkansas Tech University

Pursuant to the Memorandum of Understanding between the Advanced Law Enforcement Rapid Response Training Center at Texas State University ("ALERRT") and Arkansas Tech University ("ATU"), hereinafter together referred to as the "Parties" and each solely to as the "Party", agree to collaborate on the development and delivery of advanced training for law enforcement officers, first responders, and crisis managers/leaders (hereinafter referred to as the "Agreement"), subject to the following terms:

1 Objectives

The purpose of the Agreement is to establish the terms and conditions under which the collaboration between ALERRT and ATU shall take place.

ALERRT and ATU will work collaboratively to identify and establish innovative and effective solutions to law enforcement training challenges facing the state, region, nation, and world.

Where permitted by law, ALERRT and ATU will share resources that will further the mutual objectives of the two institutions and any other parties involved. This may include such items as equipment, informational materials, management expertise, course materials, and instructional services.

ALERRT and ATU will build relationships with other institutions and organizations that might aid individual and joint efforts.

Specific agreements (hereto referred to as the "Agreements") will be established for special projects and developments when considered by the institutions. Such Agreements shall briefly detail the general understanding of the projects and /or developments.. The Agreements shall refer to and be made possible by this memorandum of understanding (MOU) between the two institutions.

ATU will maintain educational records and information relative to students in accordance with the Family Educational Rights and Privacy Act of 1974 ("FERPA"). ATU agrees that, for purposes of FERPA, ALERRT will be considered a School Official with a legitimate educational reason to have access to limited personally identifiable information from student records. ATU agrees to provide authorized representatives of ALERRT limited personally identifiable information about clinical students that is reasonably necessary for participation in the educational experience. No other information from a student's education record will be provided unless ALERRT provides a written consent from the student to the release of such information, and/or ALERRT otherwise establishes to ATU's satisfaction that the need for such information is related to the educational experience or the release of such information is in compliance with FERPA. ALERRT agrees that it will not further disclose personally identifiable information about any student that it receives from ATU pursuant to this Agreement, unless the student consents in writing to such disclosure or unless ALERRT can otherwise legally disclose the information under FERPA. In consideration for the personally identifiable information, ALERRT warrants and represents that it will not use the student information provided by ATU for any purpose other than to comply with the terms of its Agreement with ATU.

ALERRT will comply with all requirements of the General Data Protection Regulation.

2 Amendment or Cancellation of MOU

The term of this Memorandum of Understanding shall be two years, and shall expire October 1, 2020. This MOU may be amended at any time by mutual written consent of both parties. The MOU may be cancelled by any party upon sixty (60) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this MOU). If cancellation is for cause, it may be cancelled upon delivery of written notice to the other party. The parties agree that should the cancellation affect students who are already enrolled in programs that are reliant up information, education or other items provided under this MOU, then those students would be permitted to complete their respective programs.

3 Co-ordination and Administration

At ALERRT Texas State, the management of the exchange will be the responsibility of the ALERRT Center, and at ATU it will be the responsibility of the Department of Public Safety.

Contact Persons at ALERRT Texas State:

Dr. J. Pete Blair
Executive Director
ALERRT Texas State

Contact Persons at Arkansas Tech University:

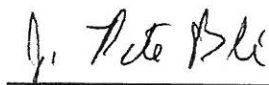
Joshua McMillian
Associate Dean and Chief of Public Safety
ATU Department of Public Safety

4 Use of Logos and Trademarks

Nothing in this Agreement shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos, trademarks or similar without prior written approval.

This Agreement is drawn up in two (2) original copies, each Contracting Party receiving one (1) duly signed copy hereof.

Signed on behalf of
ALERRT Texas State:

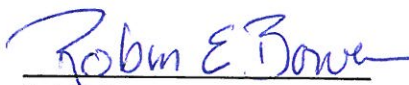


Dr. J. Pete Blair
Executive Director

Place: San Marcos, Texas

Date: 12/6/18

Signed on behalf of
Arkansas Tech University:



Robin Bowen
President

Place: Russellville Arkansas

Date: 1-4-19