PROGRAM LETTER ADDENDUM NO. 14

BETWEEN

TEXAS A&M UNIVERSITY HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE

AND

BAYLOR SCOTT & WHITE HEALTH

The terms and conditions of this Program Letter Addendum No. 14 (the "Addendum") are incorporated into and form a part of the AAMC Uniform Clinical Training Affiliation Agreement and the Implementation Letter between Texas A&M University Health Science Center ("TAMHSC"), on behalf of the College of Medicine ("SCHOOL"), and Baylor Scott & White Health, acting for and on behalf of one or more of its affiliates ("HOST AGENCY"), which became effective on September 1, 2014 (the "Master Affiliation Agreement", as amended and supplemented from time to time). TAMHSC and HOST AGENCY are sometimes referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, the Parties previously entered into a Program Letter Addendum No. 12 (the "Addendum No. 12") to provide clinical training experiences for SCHOOL's medical students at HOST AGENCY's facility in Dallas, Texas, in accordance with the terms of the Master Affiliation Agreement;

WHEREAS, the Parties intend to work together in good faith to amend and restate the Master Affiliation Agreement (the "Amended and Restated Agreement");

WHEREAS, the Amended and Restated Agreement will require approval of The Texas A&M University System Board of Regents (the "A&M System Board of Regents"); and

WHEREAS, in the meantime, the Parties desire to continue the clinical training of SCHOOL's medical students at HOST AGENCY's facility in Dallas, Texas (the "Facility") in accordance with the terms and conditions of this Addendum.

NOW THEREFORE, in consideration of the foregoing and the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. This Addendum shall extend the terms of Addendum No. 12 from August 1, 2018 through the earlier of (i) August 31, 2018, or (ii) the date it is replaced and superseded by the Amended and Restated Agreement (the "Term"). During the Term, SCHOOL will pay HOST AGENCY the sum of $236,004.84.

2. During the Term, HOST AGENCY agrees to provide clinical training experiences for SCHOOL's medical students, in accordance with the terms of the Master Affiliation Agreement, at the Facility to include the following enrollment numbers:

   - M4 (Class of 2019) – 50
   - M3 (Class of 2020) – 49
   - M2 (Class of 2021) – 48

3. Miscellaneous:

   a. Except as modified by this Addendum, in all other respects the terms and conditions of the Master Affiliation Agreement shall remain in full force and effect.

   b. This Addendum (including any claim or controversy arising out of or relating to this Addendum) shall be governed by the laws of the state of Texas without regard to conflict of law principles that would result in
the application of any laws other than the laws of the state of Texas. Each of the Parties hereto agrees that a final judgment in any such action shall be conclusive and, notwithstanding anything to the contrary, may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The venue and jurisdiction for any disputes shall be Brazos County, Texas.

c. This Addendum may be signed in any number of counterparts, each and every one of which shall be considered one and the same agreement and shall become effective when a counterpart hereof shall have been signed by each of the Parties and delivered to each of the other Parties, notwithstanding variations in format or file designation which may result from the electronic transmission, storage and printing of copies of this Amendment from separate computers or printers. Facsimile signatures and signatures transmitted via PDF shall be treated as original signatures.

d. This Addendum is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their authorized representative.

APPROVED AND ACCEPTED:

TEXAS A&M UNIVERSITY
HEALTH SCIENCE CENTER
ON BEHALF OF
THE COLLEGE OF MEDICINE

Carrie L. Byington, MD
The Jean and Thomas McMullin Professor and
Dean of Medicine
Senior Vice President, Health Science Center
Vice Chancellor for Health Services

Date: ___/___/_____