

## SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (“Agreement”) is entered into by and between the System Offices of The Texas A&M University System, an agency of the State of Texas (“System”), and Mark A. Welsh III (“Welsh”); these entities may be referred to individually as a “Party” and collectively as the “Parties.”

1. WHEREAS, Welsh has served as President of Texas A&M University (the “University”), a member of the System, since December 12, 2023;
2. WHEREAS, Welsh and the System executed that certain Employment Agreement (“Employment Agreement”) on December 15, 2023, setting for the terms and conditions of Welsh’s service as an employee and President;
3. WHEREAS, the term of the Employment Agreement ends on December 12, 2028;
4. WHEREAS, Welsh has agreed to step down as President of the University prior to the ending date of the Employment Agreement; and
5. WHEREAS, the System accepts Welsh’s resignation from his position as President of the University effective on September 19, 2025 (the “Resignation Date”).
6. The System has determined that it is in its best interest to pay, and hereby agrees to pay, Welsh \$3,547,420.65 as a lump sum payment, subject to applicable taxes, withholdings, and deductions in consideration for the release set forth in Paragraph 7.a for the additional covenants, agreements, and promises set forth in this Agreement. This lump sum payment will be paid on the first business day after this Agreement becomes effective and will be made by direct deposit. The lump sum payment will not be disbursed before the seven-day revocation period under the Older Workers Benefit Protection Act.
7. Release.
  - a. In consideration of the recitals set forth above, the agreements set forth herein, and the lump sum payment in Paragraph 6, Welsh forever and unconditionally releases, acquits, and forever discharges THE TEXAS A&M UNIVERSITY SYSTEM, TEXAS A&M UNIVERSITY, and its current and former regents, officers, employees, agents, advisors, assigns, and successors (each, a “Released Party” and collectively, the “Released Parties”) from all and any demands, claims, complaints, and causes of action of any nature whatsoever, at common law or statutory, including but not limited to, any and all claims arising under federal law, state law, federal statute, state statute, U.S. Constitution, Texas Constitution, common law, local ordinance, state and federal administrative regulations, rules, or guidelines, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 1981, 1983, and 1985, the Fair Labor Standards Act, including the Equal Pay Act of 1963 as amended in 29 U.S.C. § 206(d) and the Lilly Ledbetter Fair Pay Act, the Age Discrimination in Employment Act of 1967 including the Older Worker Benefit Protection Act, the Americans with Disability Act, both original and as amended January 1,

2009, the Occupational Safety and Health Act (29 U.S.C. Section 652 *et seq.*), the Employee Retirement Income Security Act of 1974, as amended (“ERISA”); the Consolidated Omnibus Budget Reconciliation Act of 1985, the Family and Medical Leave Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 as amended, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975 as amended, Texas Labor Code (including Chapters 21 and 451), Texas Worker’s Compensation Act, or otherwise that Welsh has or might have, known or unknown, directly or indirectly, now existing or that might arise hereafter, directly or indirectly attributable to Welsh’s employment that occurred prior to the execution of this Agreement (collectively, “Welsh Released Claims”). This Paragraph 7.a does not waive and the Welsh Released Claims expressly exclude (A) any demands, claims, complaints, and causes of action of any nature whatsoever, whether vicarious, derivative or direct and whether known or unknown, under, in connection with or with respect to this Agreement, (B) any demands, claims, complaints, and causes of action of any nature whatsoever, whether vicarious, derivative or direct and whether known or unknown which as a matter of law cannot be waived, (C) Welsh’s rights to indemnification against the University and/or the System and indemnification pursuant to applicable statute, or any applicable policy of directors and officers insurance or (D) any claims, demands, promises, obligations, or rights to receive the lump sum payment under Paragraph 6 of this Agreement. In no event shall the Welsh Released Claims include any claim to vested benefits under an employee benefit plan that is subject to ERISA, or any claim that may first arise after the time that Welsh executes this Agreement.

- b. In consideration of the benefits outlined herein, THE TEXAS A&M UNIVERSITY SYSTEM and TEXAS A&M UNIVERSITY (for themselves and each Released Party) forever and unconditionally release, acquit, and forever discharge Welsh and each of Welsh’s affiliates and Welsh’s past, present and future affiliates, insurers, agents, attorneys, heirs, predecessors, successors and representatives, in their personal and representative capacities (each, a “Welsh Released Party” and collectively, the “Welsh Released Parties”), from all and any demands, claims, complaints, promises, obligations, liabilities, controversies and causes of action of any nature whatsoever, at common law or statutory, whether vicarious, derivative or direct and whether known or unknown, that such Released Party now may have, or ever has had, against any Welsh Released Party directly or indirectly attributable to Welsh’s employment that occurred prior to the execution of this Agreement (each, a “Released Claim” and collectively, the “Released Claims”). **THIS RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY OF THE WELSH RELEASED PARTIES.** This Paragraph 7.b does not waive and the Released Claims expressly exclude (A) any claims, demands, liabilities and causes of action, whatever kind or character, whether vicarious, derivative or direct and whether known or unknown, under, in connection with or with respect to this Agreement or (B) any claims, demands, liabilities and causes of action, whatever kind or character, whether vicarious, derivative or direct and

whether known or unknown that cannot be waived under applicable law.

8. The parties acknowledge and agree that the Employment Agreement shall terminate on the Resignation Date.

9. Welsh further warrants and represents he has returned all property belonging to the System and/or University that is in his possession (other than documents related to this Agreement and other items specifically identified by the System and/or University in writing that Welsh can retain for use) provided to Welsh by the System and/or University in the course of Welsh's employment ("Data"). This includes any non-inventory items, including, but not limited to, flash drives, hard drives, backups, data, laptops, monitors, peripherals, encryption keys, certificate keys, password escrows, or any other devices. Welsh also warrants and represents for System and/or University Data he could not return, he has destroyed same prior to signing this Agreement. This Paragraph 9 does not apply to, and Welsh may retain a copy of, personnel, benefit, tax, or payroll documents concerning only Welsh.

10. Nothing in this Agreement prohibits Welsh from filing a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") or participating in an EEOC investigation; provided, however, that by signing this Agreement, Welsh waives any right to seek or accept any monetary or other relief of any nature whatsoever in connection with any such charge, investigation, or proceeding.

11. Welsh acknowledges that he has had a period of twenty-one days (21) days within which to review this Agreement under the Older Workers Benefit Protection Act; although Welsh may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days. Welsh was advised to consult with an attorney regarding this Agreement. Welsh further acknowledges that he has a period of seven (7) days after executing this Agreement to revoke this Agreement. This Agreement is not enforceable until the seven-day revocation period has expired.

**PLEASE READ CAREFULLY. THIS SEPARATION AGREEMENT & RELEASE INCLUDES THE RELEASE OF ALL WELSH RELEASED CLAIMS.**

12. The Parties agree that they will not disparage nor denigrate one another and the Chancellor will direct the System employees reporting directly to him and advise the current regents not to disparage or denigrate Welsh. More specifically, the Parties agree they will not make, publish, or communicate to any person, entity, or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the other and the Chancellor will direct the System employees reporting directly to him and will advise the current regents not to make, publish, or communicate to any person, entity, or in any public forum any defamatory or disparaging remarks, comments, or statements concerning Welsh. This does not impede or restrict either Party's right to comply with any applicable law or regulation or valid order of a court of competent jurisdiction or an authorized government agency, and this does not impede or restrict truthful statements by Welsh that are required by law or valid legal process.

13. The System agrees that it will request that the Office of the Attorney General represent Welsh on any lawsuit filed against Welsh in his official or individual capacity that arises from his official acts as President of the University. As reflected in System policy, it is the responsibility of the Attorney General to determine if individuals acting in their official capacity

will be represented by the Attorney General's Office. If the Office of the Attorney General declines the System's request to represent Welsh, the System will request authorization from the Office of the Attorney General to retain outside counsel to represent Welsh. If approved by the Office of the Attorney General, the System will retain outside counsel to represent Welsh in such a case. The System's obligation, if any, to indemnify Welsh for acts or omissions in the course and scope of his employment as President of the University is established by Texas law. Notwithstanding any provision contained herein to the contrary, to the extent permitted by the constitution and laws of the State of Texas, the System shall indemnify and hold harmless Welsh and the Welsh Released Parties (collectively, the "Indemnified Parties") from and against any loss, liability (including, without limitation, STRICT LIABILITY), deficiency, damage, expense or cost (including costs of investigation and defense and reasonable and documented attorneys' fees), whether or not involving a third-party claim, incurred by any of the Indemnified Parties to the extent arising from any complaint, claim, action, arbitration, audit, demand, hearing, investigation, lawsuit, litigation, suit or other proceeding (whether civil, criminal, administrative, investigative, or regulatory, and whether at law or in equity) commenced, brought, conducted or heard by or before any governmental authority or arbitrator against an Indemnified Party in connection with Welsh's employment and Welsh's official acts as President of the University.

14. The Parties expressly represent and agree they will keep this Agreement, the terms, and the amounts paid confidential, and will not share this information with anyone other than those who "need to know", including their attorneys and/or tax preparers. Welsh acknowledges that his provision regarding confidentiality is a material term for any amounts paid under Paragraph 6 of this Agreement and that adequate consideration has been paid for inclusion of this term in the Agreement. The Parties further acknowledge that their obligation to maintain the confidentiality of this Agreement is subject to the terms of the Texas Public Information Act and other state and federal laws that may require public release of this Agreement, and acknowledge that, while they are otherwise obligated to maintain confidentiality of this Agreement, the release or disclosure of this Agreement as required by such state or federal laws will not constitute a violation of this provision.

15. Each party executing this Agreement acknowledges that they understand the terms of this Agreement and freely enter into this Agreement. The System advises Welsh to consult with an attorney prior to executing this Agreement. Welsh will bear his own costs and attorney's fees incurred.

16. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained, and that no payment made nor release or other consideration given shall be construed as an admission of liability, all liability being expressly denied.

17. The provisions of this Agreement are severable. If one or more provisions are determined to be invalid, illegal, or otherwise unenforceable, in whole or in part, such portion will be enforced to the maximum extent possible so as to implement the intention of the Parties and the remainder will continue in full force and effect. No Party to this Agreement may be considered the "drafter" of this Agreement for purposes of construction of this Agreement.

18. It is understood and agreed that this Agreement contains the entire agreement between the Parties with respect to the matters herein provided and supersedes any and all prior agreements, arrangements, or understandings between the Parties relating to the matters herein

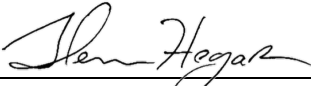
provided. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. No modifications or waiver of any provision hereof shall be effective unless in writing and signed by each Party. This Agreement is personal to, and may not be assigned by any Party.


19. This Agreement shall be governed by the laws of the State of Texas.

20. This Agreement becomes effective on the eighth day after it has been executed by both Welsh and an authorized representative of the System.

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**THE TEXAS A&M UNIVERSITY SYSTEM**


By:   
Glenn Hegar, Chancellor

By:   
Mark A. Welsh III

Date: 09/28/25

Date: 26 Sep 2025

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By:   
R. Brooks Moore, General Counsel

Date: 09/28/2025

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