

EMPLOYMENT AGREEMENT

The parties to this Employment Agreement are Dr. SUSAN BALLABINA (Dr. Ballabina), an individual and resident of Brazos County, Texas, and THE TEXAS A&M UNIVERSITY SYSTEM (System).

RECITALS

WHEREAS, the System Board of Regents (Board) appointed Dr. Susan Ballabina as President of Texas A&M University (University);

WHEREAS, Dr. Ballabina desires to serve as President of Texas A&M University;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I: APPOINTMENT AS PRESIDENT

1.01 Purpose of Agreement. Dr. Ballabina has been appointed as President of Texas A&M University, effective May 11, 2026, or upon execution of the contract.

1.02 Employment. By this Agreement, System employs Dr. Ballabina, and Dr. Ballabina accepts employment with System, as President of the University according to the terms and conditions of this Agreement. Dr. Ballabina as Chief Executive Officer of the University agrees to carry out the duties assigned in Chapters 51, 85, and 86 of the Texas Education Code and other requirements of law according to System and University policies, regulations and rules.

1.03 Reporting. In accordance with System policy, Dr. Ballabina shall report to the Chancellor, subject to the appointment, oversight, and evaluation of the Board.

ARTICLE II: TERM OF AGREEMENT

2.01. The Term of this Agreement will extend from May 11, 2026 (Effective Date) through May 31, 2031 (Expiration Date). The Parties may extend the Term by mutual agreement at any time.

2.02 Evaluation. The Chancellor will annually prepare a performance evaluation of Dr. Ballabina for consideration and approval of the Board.

ARTICLE III: DUTIES OF THE PRESIDENT

3.01 Full-time. During the term of this Agreement, Dr. Ballabina will serve in a full-time position as President.

3.02 Duties. Dr. Ballabina shall perform the duties and responsibilities of President of the University to the fullest of her abilities and with the full commitment of her time and attention,

with the attendant perquisites and responsibilities of the position. Dr. Ballabina will carry out the duties required by law and System policy, regulation, and University rule and procedure.

3.03 Outside Activities. Subject to the prior written approval of the Chancellor and System General Counsel, and notification to the Board, and in accordance with System policy, Dr. Ballabina may serve on other governing boards: public, private, profit and non-profit; and serve in other mentoring or advising roles for remuneration provided that such service or activities do not interfere with or cause a conflict of interest with the performance of her duties as president. The Board retains the authority to deny or revoke approval for outside activities as its sole discretion.

ARTICLE IV: COMPENSATION AND BENEFITS

4.01 Salary. Dr. Ballabina will be paid an annual salary of One Million Two Hundred Fifty Thousand Dollars (\$1,250,000), less all applicable withholdings and taxes, during the term of this Agreement. The salary will be paid to Dr. Ballabina in twelve (12) equal installments per year, payable each month. During the term of this Agreement, the salary may be adjusted upward, but not downward, by the System with the authorization of the Chancellor, and subject to Board approval, pursuant to this Agreement. It is the intent of the parties that the salary is to remain competitive with other top Texas and U.S. public research universities.

4.02 Merit-Based Retention Bonus. Dr. Ballabina will be eligible for an annual merit-based retention bonus of up to 25% of her base salary if she continues to serve as President of the University on the anniversary date of the Agreement. Subject to Board approval upon review of the President's annual evaluation, the Retention Bonus shall be paid to Dr. Ballabina within thirty (30) days of such anniversary date. The provision does not create an entitlement to the retention bonus.

4.03 Deferred Compensation. The System will contribute One Hundred Fifty Thousand Dollars (\$150,000.00) annually on Dr. Ballabina's behalf to an account for her under the System's existing 457(f) deferred compensation plan beginning on June 1, 2027. Such amounts will be invested, administered and paid to Dr. Ballabina in accordance with the terms of the System's deferred compensation plan.

4.04 Benefits. Dr. Ballabina will be eligible for all employee benefits currently available to the President of the University, including vacation, disability insurance, worker's compensation, and sick leave. Dr. Ballabina and her dependents will be eligible to participate

in the System's group medical insurance, dental insurance, vision insurance, and disability coverage on the same terms such benefits are available to other employees and dependents of the System, including employee retirement benefits as provided by Texas law.

4.05 Other Benefits

System will provide to Dr. Ballabina:

- (a) Reimbursement for all reasonable University-related business, travel and entertainment expenses, including such expenses relating to her spouse or other relative, in accordance with System policies and procedures; such expenses of Dr. Ballabina and her spouse/other relative will be subject to review and approval by the Chief Financial Officer; any invoices for payments and/or requests for reimbursements must be submitted by Dr. Ballabina no later than thirty (30) days after the expense was incurred.
- (b) To assist in the official discharge of her duties, the System will provide Dr. Ballabina with membership in, and will pay the dues and reasonable expenses of, a club or professional organization of Dr. Ballabina's choosing, subject to prior approval by the Chancellor. The System will pay expenses relating to Dr. Ballabina's engagement in activities of the club or professional organization, for University business purposes in accordance with such organization's billing practices but in no event later than the calendar year following the calendar year in which the expense was incurred. Dr. Ballabina will be responsible for any expenses relating to her personal use of the benefits/activities of the club or professional organization.
- (c) Notwithstanding any provision of this Agreement to the contrary, the amount of the expenses that are eligible for reimbursement during one calendar year may not affect the amount of reimbursements to be provided in any subsequent calendar year.

ARTICLE V: REASSIGNMENT AND TERMINATION

Dr. Ballabina's employment under this Agreement is subject to reassignment or termination according to the following provisions:

5.01 Reassignment. Dr. Ballabina is subject to reassignment by the Chancellor with the prior approval of the Board.

5.02 Disability. The Board, upon the recommendation of the Chancellor, shall have the right to terminate Dr. Ballabina's employment and this Agreement in the event that Dr. Ballabina suffers from a physical and mental impairment that prevents her from performing the essential functions of her position for a period of three (3) continuous months, despite being provided reasonable accommodations, if requested by Dr. Ballabina, (as such term is defined in 42 U.S.C. § 12111(9), as amended, and in the common law interpreting same). Upon termination of Dr. Ballabina's employment and this Agreement for her inability to perform the essential functions of her position, Dr. Ballabina shall be paid: (1) any compensation earned and unpaid through the date of termination; (2) any leave benefits and disability pay which he would be entitled to under state law and System policy; (3) any business expenses otherwise due to her through the date of termination; and (4) the value of any accrued but unused leave in accordance with state law and System policy.

5.03 Death. This Agreement shall terminate automatically upon Dr. Ballabina's death, and in full satisfaction thereof, Dr. Ballabina's estate shall be paid: (1) any compensation earned and unpaid through the date of such death; (2) any benefits to which Dr. Ballabina may be entitled under life or accident insurance, workers' compensation coverage, etc.; (3) any business expenses otherwise due to her through the date of the termination of his employment; and (4) the value of any accrued but unused leave in accordance with state law and System policy.

5.04 Termination Without Cause. This Agreement may be terminated by either party without cause, at either party's discretion, by delivering written notice to the other party specifying the effective date of the termination, not to exceed 180 days. If the System terminates this Agreement without cause prior to the expiration of three years after the Effective Date, System will pay to Dr. Ballabina: (1) any salary earned through the effective date of the termination; (2) any accrued leave; and (3) continue to pay her then-current Base Salary for the remainder of the Term through the date that is three years after the Effective Date, in monthly installments, subject to mitigation.

Mitigation. (a). Dr. Ballabina will not be required to seek and accept employment outside the System to mitigate the System's payment obligation. At the System's option, she may be required to accept appointment to another faculty or administrative position at the University or in the System and perform the duties of such position to the best of her ability with an appropriate commitment of effort.

(b). If the System terminates Dr. Ballabina without cause pursuant to section 5.04 of this Agreement, the total liability owed by the System to Dr. Ballabina under that section shall be reduced by any amount Dr. Ballabina earns, via employment or as an independent contractor, while employed or contracted outside of the System.

5.05 Termination for Good Cause. The Board of Regents, upon the recommendation of the Chancellor, may terminate Dr. Ballabina's employment and this Agreement for cause after giving Dr. Ballabina thirty (30) days written notice, during which time Dr. Ballabina shall have a reasonable opportunity to be heard by the Board with respect to the allegations and the right to cure the allegations for good cause, if curable. Examples of conduct constituting good cause shall include the following, or equivalent misconduct:

- (1) Any conduct resulting in a criminal felony indictment, or any misdemeanor information involving theft, dishonesty, or moral turpitude, being filed or brought by a grand jury or district attorney against Dr. Ballabina;
- (2) Dr. Ballabina's engaging in any conduct constituting an intentional and material violation of System or University policies, regulations, or rules;
- (3) Dr. Ballabina's negligent or willful violation of lawful directives or orders of the Chancellor or Board of Regents, reasonably determined by the Board to constitute insubordination;
- (4) Dr. Ballabina's commission of an act of personal dishonesty or a conflict of interest which involves personal financial gain in connection with her employment at the System; or
- (5) An act that generally tends to bring public disrespect, contempt, or ridicule upon the System or the University, or creates a material adverse effect on the reputation and/or brand of the System or the University, as determined by the Board.

5.06 Non-disparagement. In the event of the termination of this Agreement pursuant to the provisions of section 5.04 or section 5.05 of this Agreement, each party agrees that they will not issue in any public or private forum any critical or detrimental statements concerning Dr. Ballabina the System, the University, the Board, or any System or University policy or personnel. This provision does not apply to any factual situation wherein either party holds the good faith belief that the other party or parties have committed an illegal act in connection with the administration of their duties on behalf of

the System (i.e., conduct made illegal by virtue of a state or federal criminal statute.).

ARTICLE VI: MISCELLANEOUS

6.01 Severability. If any of the terms or provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in any respect by a court of competent jurisdiction, the remainder of the provisions shall remain in full force and effect and in no way be affected, impaired or invalidated by such holding.

6.02 Waiver. No waiver by either party at any time of any breach by the other party of, or compliance with, any condition or provision of this Agreement to be performed by the other party, shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior to subsequent time.

6.03 Liability Protection. Dr. Ballabina will have the indemnification afforded to state employees in accordance with state law for acts or omissions in the course and scope of employment. In addition, the System currently maintains a directors and officers liability insurance policy. Dr. Ballabina may be covered by that policy, and renewals thereof, if any, depending on the particular facts and circumstances.

6.04 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement. No other agreement, statement or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement, shall be binding or valid. Provisions of this Agreement shall be construed as a whole according to its common meaning, and not strictly for or against any party.

6.05 Modification or Amendment. All amendments and modifications to this Agreement must be in writing and signed by both parties.

6.06 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

6.07 Defined Terms. All terms or phrases which are defined at any place in this Agreement shall have the meaning ascribed to them at their place of definition.

6.08 Beneficiaries. As specified herein, this Agreement shall inure to the benefit of, and be enforceable by, Dr. Ballabina's personal or legal representatives, executors, administrators, successors, and heirs.

6.09 Mediation of Disputes. Any dispute between the parties shall be governed by the laws of the state of Texas; to the extent that any dispute arising from Dr. Ballabina's employment or

termination of employment cannot be resolved amicably between the parties, they agree to submit such dispute to non-binding mediation; thereafter if mediation is unsuccessful, the parties may pursue their rights.

6.10 References and Captions. All references in this Agreement to a given article or section refer to an article or section of this Agreement. The captions preceding the text of each article and section are for convenience of reference only and shall be disregarded in the construction and interpretation of this Agreement.

6.11 Capacity. By their signatures below, Dr. Ballabina represents that she is competent in all respects to execute this Agreement, and the Chancellor represents that he executes this Agreement on behalf of the System with appropriate authorization of the Board of Regents of The Texas A&M University System.

6.12 Notice. Except as otherwise specifically provided in this Agreement, any notice to be given by either party shall be in writing and shall be sufficient if personally delivered or sent by electronic mail or first-class U.S. mail, as follows:

DR. SUSAN BALLABINA: Dr. Ballabina
Office of the President
Texas A&M University
Jack K. Williams Administration Building
400 Bizzell #200
College Station, Texas 77843
Email:

SYSTEM: Mr. Glenn Hegar
Chancellor
The Texas A&M University System
301 Tarrow, 7th Floor
College Station, Texas 77840
Email: chancellor@tamus.edu

Any notice shall be deemed delivered on the date sent or mailed as set out above. The designation or address of the party to be notified may be changed at any time by delivery of notice of that change to the other party.

6.13 Effective Date. The parties have executed this agreement on the respective dates noted below, to be effective on the Effective Date identified above, May 11, 2026.

[Signature Page to Follow]

Susan Ballabina

Dr. Susan Ballabina

Date: 5/7/26

THE TEXAS A&M UNIVERSITY SYSTEM

Glenn Hegar

Glenn Hegar

Chancellor

Date: 5/7/26