

OFFICE OF CHIEF ACADEMIC OFFICER
Summary of State Board of Education Agenda Items
Consent Agenda
March 19, 2026

MISSISSIPPI SCHOOL FOR MATHEMATICS AND SCIENCE

- N. Approval of the License and Facility Use Agreement between the Mississippi School for Mathematics and Science and Mississippi State University for the use of their track and field facilities

Executive Summary

The document contains the License and Facility Use Agreement from March 19, 2026 through May 30, 2026 between the Mississippi School for Mathematics and Science (MSMS) and Mississippi State University to utilize the track and field facility for the purpose of MSMS track and field practice during this period.

Recommendation: Approval

Back-up material attached

LICENSE AND FACILITY USE AGREEMENT

THIS LICENSE AND FACILITY USE AGREEMENT, made and entered into this, the day signed by the last party, by and between **Mississippi State University**, an institution of higher learning of the State of Mississippi, whose address is Lee Hall, Suite 4000 Mississippi State, MS 39762 ("UNIVERSITY"), and **Mississippi School of Math & Science** whose principal place of business is located at 1100 College St., Columbus, MS 39701 ("LICENSEE").

WITNESSETH:

1. Based upon the consideration hereinafter described, and the mutual agreements contained herein, and subject to the terms and the conditions hereinafter stated, the UNIVERSITY hereby agrees that the LICENSEE may temporarily use on a non-exclusive basis the facilities identified in **Exhibit A** ("Premises"), located on the campus of Mississippi State University, Mississippi State, MS.
2. **TERM** - The term of the agreement is the following day or days and the period during each day as shown: **March 19th , 2026- May 3rd, 2026.**
3. **USE** - The LICENSEE shall have the right to occupy and use the Premises for the following purposes and no other: See Exhibit A.
4. **USE FEE/EXPENSES** – The LICENSEE agrees to pay University a facility use fee of \$ **300** . Such payment shall be due and payable within 30 days of LICENSEE'S use of the Premises. Unless otherwise agreed by the parties, all operating expenses of the event shall be the responsibility of LICENSEE.
5. **SECURITY** - The UNIVERSITY assumes no responsibility for security for the Premises or any property placed in the Premises beyond the limits of responsibility set forth in Sections 11-46-1, et seq., Mississippi Code of 1972. All security or other protective service desired by the LICENSEE must be arranged for by special agreement with the UNIVERSITY and the LICENSEE is responsible for all costs connected therewith.
6. **ABANDONED PROPERTY** - Any property left in the premises by the LICENSEE shall, after a period of ten (10) days from the last day of use hereunder, be deemed abandoned and becomes property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY'S discretion.
7. **MANAGEMENT RIGHTS** – It is understood and agreed that the UNIVERSITY hereby reserves the right to control and manage UNIVERSITY property and to enforce all necessary and proper rules for the management and operation of the same. The UNIVERSITY and its employees shall have free access at all times to all space occupied by the LICENSEE.
8. **DAMAGE** - The LICENSEE will be liable for all damage to buildings and equipment incident to the LICENSEE'S use of said Premises.

9. **INSURANCE** - LICENSEE, at LICENSEE's expense, shall obtain and shall continuously maintain liability insurance in an amount of not less than \$1 Million per occurrence with an insurance company, which is authorized and doing business in the State of Mississippi, against damages which may be suffered by occupants, guests, invitees, users and others in, on, and around the Premises, equipment and facilities to be used in the performance of the work to be performed under this license and against all liabilities which may result from the use of, or presence on or in, the Premises, equipment and facilities by occupants, guests, invitees, and others present.

LICENSEE must, with regard to the insurance coverage referred to above, include as additional insured, the following:

- a. The Trustees of the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi, both in their official capacities and their individual capacities;
- b. The Board of Trustees of State Institutions of Higher Learning for the State of Mississippi;
- c. Mississippi State University;
- d. The President of Mississippi State University, both in an individual capacity and an official capacity; and,
- e. All other officers, employees, agents, or servants of the Board of Trustees of State Institutions of Higher Learning for the State of Mississippi and of Mississippi State University.

LICENSEE must, with regard to the insurance coverage referred to above, provide UNIVERSITY with a copy of said policy prior to the commencement of the work under this license. Further, said policy must contain a provision for 30 days' notice to UNIVERSITY prior to the insurer's or LICENSEE's cancellation or suspension of said policy. The coverage afforded under any insurance obtained by the LICENSEE shall be primary. LICENSEE, on behalf of itself and its insurers, hereby waives all rights of recourse, including any right to which another may be subrogated, against UNIVERSITY and the additional insureds for personal injury, including death, and property damage.

10. **INDEMNIFICATION** – LICENSEE's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

UNIVERSITY and LICENSEE agree that there is no "third party beneficiary" intended to benefit from this Agreement and that there is no third-party beneficiary in reality to this Agreement. LICENSEE agrees that to whatever extent, if any,

which a court determines that such a "third party beneficiary" is entitled to benefit under this Agreement that LICENSEE, and not UNIVERSITY, shall be totally responsible for such benefits or losses resulting therefrom. LICENSEE agrees that the protection provided above, includes, but is not limited to, protection of UNIVERSITY and the other parties from any and all matters resulting from any claims, judgments, settlements, attorney fees, court costs, verdicts or other costs associated with the assertion by any person(s) or other parties who may assert a third party beneficiary claim under this Agreement.

11. **UNIVERSITY LIABILITY** - UNIVERSITY shall only be responsible for liability resulting from the actions/inactions of its officers, agents, and employees acting within the course and scope of their official duties with UNIVERSITY to the degree and within the parameters permitted under §§11-46-1, *et seq.*, Mississippi Code Annotated of 1972, but in no other manner.
12. **GOVERNING LAW** - This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws and choice of law provisions. The courts of Oktibbeha County, Mississippi shall be the sole and exclusive jurisdiction and venue for any civil action related to this Agreement, and LICENSEE irrevocably consents to jurisdiction in said courts and waives any argument that such courts are not a convenient forum for such litigation.
13. **LOSS OF USE OF FACILITY** - LICENSEE hereby expressly waives any and all claims for compensation for any and all losses or damage sustained by reason of any defect, deficiency, failure or impairment of any facilities or systems on the Premises, including without limitation the water supply system, drainage system or electrical system leading to or on the demise premises. In the event the UNIVERSITY or any part thereof is damaged by fire or if for any other reason, including strikes, failures of utilities, or any act of God, which, in the reasonable judgment of the UNIVERSITY renders the fulfillment of this agreement by the UNIVERSITY impossible, LICENSEE hereby expressly releases, discharges, and will hold harmless the UNIVERSITY and its employees and agents for any and all demands, claims, actions, and causes of actions arising out of any of the aforementioned causes.
14. **ASSIGNMENT** - This Agreement is personal to the LICENSEE. Neither this Agreement nor the rights granted under it, may be assigned or other wise transferred by the LICENSEE.
15. **SAFETY COMPLIANCE** - LICENSEE shall use and occupy the Premises in a safe and careful manner and shall comply with all applicable UNIVERSITY, municipal, county, state and federal laws, rules, regulations, policies and procedures as prescribed by the fire and police departments and other governmental authorities, as may be in force and effect during the term of this agreement. LICENSEE is responsible for procuring any necessary permits and licenses necessary, including on-campus parking permits.

16. **MISCELLANEOUS** – All matters not authorized expressly by the terms of this contract shall be reserved to the discretion of the UNIVERSITY. LICENSEE agrees to abide by all applicable University rules, policies and procedures. LICENSEE further understands that the University is contractually obligated by certain contracts with third-parties that give such third-parties exclusive rights on the University’s premises, including without limitation the right to promote and sale merchandise, food and beverage rights, and marketing, sponsorship and advertising rights. LICENSEE understands and agrees that it will not undertake any activities on the Premises that conflict with or that would otherwise violate the contractual rights of third parties on the Premises.
17. **SUCCESSORS** - This agreement and all and each of its terms and conditions shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, personal representatives, or successors.
18. **SEVERABILITY** - If any portion of this agreement is held as a matter of law to be unenforceable, the remainder of this agreement shall remain in full effect.
19. **UNIVERSITY MARKS/ENDORSEMENTS** - LICENSEE shall not use the names, logos, trademarks, or any other mark or image considered by the UNIVERSITY or any of its subunits to be identified with or protected by the UNIVERSITY, or those of any of the UNIVERSITY’s employees or former employees, or any adaptation thereof, in any advertising, films, reproductions, or promotional or sales literature without prior written consent being obtained from the MSU Licensing Program Office in each case, except that LICENSEE may state that LICENSEE is/was licensed by the UNIVERSITY for the activity(ies) licensed under this license agreement. Further, LICENSEE shall not project its business as being endorsed by the UNIVERSITY, its officials or subunits.
21. **DISRUPTION OF UNIVERSITY PURPOSE** – LICENSEE will not take any actions to disrupt the University’s academic purpose or the academic activities of students or faculty.
22. **RELEASE/WAIVER OF LIABILITY** – LICENSEE shall procure a release/waiver of liability from any participants in the activities contemplated under this agreement. The release/waiver must include a release of those entities and individuals identified as additional insureds above and shall be approved by the University’s Office of General Counsel in advance of LICENSEE’S use of the Premises
23. **MINORS ON CAMPUS** – In the event LICENSEE’S use of the Premises will include attendance of minors, LICENSEE shall execute a Protection of Minors Addendum, attached hereto as Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this instrument the day and year last written below.

Mississippi State University

By: Jeremy Clay, Director Contract Administration
Date: _____

Mississippi School of Math & Sciences

By: Ginger L Tedder, MSMS Executive Director
Date: _____

EXHIBIT A

- Use of below Mississippi State University facility(ies):

Mike Sanders Track & Field Complex, including all competition and training areas, seating areas, restrooms, dressing facilities, concourses, walkways and all common areas in and around these athletic facilities.

- For the following purpose:

The MSMS Track program will organize, host, conduct and safely manage group and individual training and instructional programs for participants during track and field activities, in addition to participant and spectator supervision and safety on the dates listed.

EXHIBIT B

MISSISSIPPI STATE UNIVERSITY PROTECTION OF MINORS ADDENDUM

THIS PROTECTION OF MINORS ADDENDUM is part of the Facility Use Agreement (the “Agreement”) entered into between Mississippi State University (the “University”) and Mississippi School of Math & Sciences _____. (the “Facility User”) dated ___3/19/26_____. In the event of any conflict between the provisions of this Addendum and other provisions of the Agreement, the provisions of this Addendum shall control.

1. Supervision; Safety and Protection of Minors. Facility User shall be responsible for (i) supervising minor attendees while anywhere on University property; (ii) providing qualified, properly trained and responsible adult supervisors in compliance with University’s Minor Protection policy found at OP 01.29 and (iii) complying with the Minor Protection policy, as well as University rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement.

1.1 Facility User represents and certifies to University that:

- Facility User’s employees, chaperones, counselors, volunteers, and any others interacting with minor attendees (and anyone who supervises such persons) (collectively “**Facility User Parties**”) have passed a criminal background check;
- Facility User Parties have completed all University required training on child safety and protection;
- Facility User maintains a readily-accessible list of parent and/or emergency contacts for minor attendees;
- Facility User complies with the appropriate staff to camper/participant ratios provided by the appropriate governing body or those provided as guidelines in the Implementing Procedures of the Minor Protection Policy if there are no more specific guidelines;

1.2 University reserves the right to require Facility User to provide evidence of Facility User’s compliance with the requirements of Section 1 of this Addendum.

2. Consent Forms. Facility User shall obtain a consent and waiver of liability form for each minor attending the Event, which authorizes Facility User’s employees or staff to take ill or injured attendees for medical treatment and which further releases University from all liability related to any injury or damage that is incurred as a result of the program. Forms shall be signed by the parent or legal guardian of any minor attending the Event. Completed forms shall be retained by Facility User and made available to University upon request.

3. Reporting of Incidents/Accidents. In addition to any notice requirements outlined in the Minor Protection Policy, Facility User shall notify the University Policy Department (662-325-2121) within twenty-four (24)-hours of an incident that could give rise to University liability. All incidents shall be reported regardless of the severity or type of injury. The notification to the University of an injury or incident does not shift responsibility for claims from Facility User to University.

BY SIGNING BELOW, the Facility User's officer or representative certifies that he/she has read the University's Minor Protection Policy and has complied with the necessary requirements for programs/activities involving minors as outlined therein. The Facility User's officer or representative further certifies that he/she has complied with the requirements of this Protection of Minors Addendum.

Facility User:

Signature: _____

Name: Ginger L. Tedder

Title: MSMS Executive Director

Date: _____