



Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Apr 17, 2017	AB0305676	0
Contact instructions for questions regarding this Purchase Order: Please contact the Buyer if Buyer contact information is present. Otherwise, contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
paw - Winkler, Patty	p-winkler@tamu.edu	979.845.4556
Customer Contact:		
Name:	Wyatt Buchanan	
Email:	wbuchanan@tamu.edu	
Phone:	+1 (979) 845-5311	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	LUMA INSTITUTE LLC	Delivery Address	
Address	444 LIBERTY AVE STE 1600 PITTSBURGH, PA 15222 US	Texas A&M University	
FOB / FREIGHT	Destination	Attn:	Wyatt Buchanan
Pre-Pay & Add	No	CERD Office	
Payment Terms	0, Net 30	Heaton Hall	
Contract Number - Header	no value	Room	211A
Contract Number - Line	no value	4241 TAMU	
Quote number		College Station, TX 77843-4241	
		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Note to Supplier iTP3 Project, Design Thinking Certification, Practitioner Development Program: 90-Days to Impact as per the attached specifications.

Attachments for supplier

LUMA Institute Agreement.docx

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	113	FOB / FREIGHT	FOB Destination, Freight Prepaid and Allowed
	242	Equal Opportunity for Qualified Individuals	This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and

subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Practitioner Development Program: 90-Days to Impact as per the attached specifications	N/A	LO	25,000.00 USD	1 LO	25,000.00 USD
Total						25,000.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to invoices@tamu.edu. If email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via CXML, CSV or PO flip through the supplier portal e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University Financial Management Operations ATTN: Accounts Payable 750 Agronomy Road - Suite 3101 6000 TAMU College Station, TX 77843-6000 United States</p>

Proposal to Texas A&M University, iTP3 Project

Design Thinking Certification Practitioner Development Program: 90-Days to Impact

LUMA INSTITUTESM

Prepared: April 17, 2017

1. Overview

This proposal describes LUMA Institute's efforts to support Texas A&M University and grantees of The Innovative Teen Pregnancy Prevention Programs project (iTP3 project) through the delivery of a "90-Days to Impact Program".

2. Goal & Objective

The goal and objective is to support Texas A&M University and grantees of the iTP3 project through the delivery of a "90-Days to Impact Program". This program has been designed to support better outcomes by empowering people to apply design thinking in their daily work, beyond initial training, building competence over a 90-Day period.

A cohort of up to 20 will receive the following:

Training and Support:

- One (1) 2-Day "Fundamentals of Innovation through Human-Centered Design" Workshop tailored to support the iTP3 project and its grantees.
- Three (3) two-hour Check-ins at 30, 60 or 90-Days.. One (1) two-hour check-in with LUMA and Two (2) two-hour check-ins with Texas A&M University/iTP3 project staff.

Resources:

- Practitioner Starter Kit including: "Innovating for People" Handbook, Planning Cards, Project Planning Materials and Key Attributes of an Innovative Practitioner
- Peer to Peer Collaboration Tools including: Practice Co-Evaluation, Practitioner Passport and Case Story Template
- 1-Year Individual Subscription to On-Demand Resources within LUMA Workplace

Certification:

- Digital Badge, Certificate and Daily Practice Pack for participants that have shown proof of competence leveraging the LUMA System within their daily work, and are therefore deemed Certified Practitioners upon completion of the program.

3. Process

One (1) LUMA Certified Instructor will be committed to instructional design, preparing for, and delivering the 2-Day "Fundamentals of Innovation through Human-Centered Design" Workshop. One (1) Support Instructor (Kelly Wilson) will be provided by the Texas A&M University/iTP3 project team. Kelly's instructional support will be based on her completion of LUMA's Fundamentals Workshop and LUMA's Advanced Workshop).

At the end of the 2-Day Workshop, participants will identify their Peer Partners, and commitments made for the first 30-days.

One (1) LUMA Certified Instructor will be committed to preparing for and delivering one (1) of the 30, 60 and 90-Day Check-ins (which can be delivered remotely or in-person). Texas A&M University/iTP3 will manage delivery of the other two (2) Check-ins.

During the Check-in events, participants will share their learning, receive additional coaching and deepen their competence over time by practicing and applying the LUMA System of Innovating for People within their daily work.

The cohort will have on-demand access to practical resources in the form of Peer Collaboration Tools and LUMA Workplace.

Agreement

Agreement made this February 24, 2017, by and between LUMA Institute, LLC, ("LUMA"), a Pennsylvania limited liability company located at Four Gateway Center 444 Liberty Avenue, Suite 1600, Pittsburgh, PA 15222, United States, and Texas A&M University, a State of Texas Agency located at 400 Harvey Mitchell South, Suite 300, College Station, TX 77843

WHEREAS, Client desires to engage LUMA to perform services set forth herein in accordance with the terms and conditions of this Agreement; and WHEREAS, LUMA desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the parties agree as follows:

1. Scope of Work. LUMA shall provide to Client those services as set forth in the Goals & Objectives and Fee and Schedule Estimate within the timeframe of not longer than 180 days from the signing of this agreement.
2. Compensation. In consideration of services performed, Client shall pay to LUMA the fees set forth in Fee and Schedule Estimate. The fees are exclusive of taxes and Client shall pay any taxes, other than taxes based upon the income of LUMA, applicable to the services.
3. Originality/Professional Skill. LUMA warrants that the individual assigned to perform services under this Agreement shall have the proper skill, training and background so as to be able to perform in a competent and professional manner.
4. Non-Exclusivity. Client acknowledges that LUMA provides services to a broad range of other clients and agrees that this Agreement shall not be construed as precluding or limiting in any way the right of LUMA to work or serve for other clients.
5. Subscription Services. Upon Client's payment of the fee outlined in the Fee and Schedule Estimate, LUMA will grant a nontransferable, nonexclusive, limited license to view, print, use, and display the materials on LUMA's Digital Platform located at www.lumaworkplace.com ("Content") as permitted in writing by LUMA for the number of licenses and the period set forth in the Fee and Schedule Estimate. Each license set forth in the Fee and Schedule Estimate is one individual license which may not be shared, transferred, or otherwise assigned to more than one person ("Licensee"). Licensee may use the Content solely for his/her own use, but

Licensee shall not duplicate, provide access to the Content, or provide the Content or any derivative thereof to any other person.

6. Intellectual Property. All ownership of, title to, and rights to all LUMA's intellectual property that exists as of the Effective Date of this Agreement or that may be created by LUMA thereafter without using Client IP or Confidential Information, including patent, trademark, service mark, copyright, trade secrets, tools, materials, products, and Content ("LUMA IP") will remain with LUMA. Client, including all Licensees, may not (i) copy, sell, rent, modify, lease, distribute, broadcast, or sublicense LUMA IP; (ii) save or otherwise preserve LUMA IP on computer or other technology or otherwise assign any rights to LUMA IP to any third party; (iii) remove any proprietary notice or label on LUMA IP, including any copyright, service mark, or trademark notices; (iv) encourage, assist or authorize any other person to bypass, modify, defeat, or circumvent security features that protect LUMA IP; or (v) modify or create derivative works in whole or in part with LUMA IP. If Client or any Licensee desire to sublicense or otherwise commercially exploit LUMA IP, a separate written license from LUMA must be obtained for that purpose.

7. Limited License. If any LUMA IP is included or part of any Service distributed to participants in a training, workshop, innovation, or other session provided under this Agreement, LUMA grants to the participants an irrevocable, non-exclusive, limited, paid-up, worldwide license to use such LUMA IP solely for the participant's personal use. LUMA IP incorporated therein shall not be used independently from the services or to perform or develop competing trainings or workshops. This limited license will be granted only upon the receipt of payment due under the applicable Fee and Estimate Schedule.

8. Publicity. Client grants permission for LUMA to include Client by name on its list of clients.

9. Representations and Warranties. LUMA MAKES NO WARRANTIES OR REPRESENTATIONS TO CLIENT OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES. LUMA DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATION THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES OR THE RESULTS OF THE USE OF THE SERVICES WILL BE CORRECT, ACCURATE, OR RELIABLE. LUMA EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES.

10. Limitation of Liability. OTHER THAN FOR A BREACH BY CLIENT OF THE LICENSE TERMS HEREUNDER, NEITHER PARTY SHALL BE LIABLE FOR ANY LOST REVENUE, LOST PROFITS, OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER. UNDER NO CIRCUMSTANCES SHALL LUMA'S LIABILITY EXCEED, IN THE AGGREGATE, THE FEES PAID TO LUMA HEREUNDER DURING THE TWELVE-MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST MADE.

11. Independent Contractor. LUMA and LUMA's employees are and shall remain independent contractors with respect to services performed pursuant to this Agreement. LUMA and LUMA's employees shall not be considered employees or agents of Client, shall have no authority to bind or make commitments on behalf of Client and shall not hold themselves out as having such authority. LUMA assumes full responsibility for the actions of LUMA and LUMA's employees while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like.

12. Cancellation. Client may cancel a workshop and will not incur any cancellation fees as long as it provides LUMA with thirty-one (31) calendar days' advance notice of such cancellation. In the event that Client cancels a workshop less than 7 calendar days from the start date of such workshop, Client will incur a cancellation fee of one-hundred percent (100%) of the workshop fee. In the event that Client cancels a workshop between 8-14 calendar days from the start date of such workshop, Client will incur a cancellation fee of seventy-five percent (75%) of the workshop fee. In the event that Client cancels a workshop between 15-30 calendar days from the start date of such workshop, Client will incur a cancellation fee of fifty percent (50%) of the workshop fee. In the event of any cancellation, regardless of the notice, Client shall reimburse LUMA for all nonrefundable airfare and other nonrefundable expenses incurred up to the date of cancellation in connection with workshop.

13. Entire Agreement. This Agreement, and the Appendices appended hereto, which are hereby incorporated by reference, set forth and constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all prior agreements and

understandings between the parties with respect to the subject matter hereof, and supersede all prior agreements and understandings between the parties. This Agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by each of the parties.

14. Order of Precedence. Each Fee and Estimate Schedule shall be governed by the terms of this Agreement and the terms set forth in the Fee and Estimate Schedule. In the event of any conflict or inconsistency between the provisions of this Agreement, any Fee and Estimate Schedule, or a pre-printed form such as a Purchase Order, the same shall be resolved by giving precedence to this Agreement unless the Fee and Estimate Schedule expressly states that the Fee and Estimate Schedule is to be given precedence over the Agreement.

15. Severability. If any provision of this Agreement is or becomes or is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken, and the remainder of this Agreement shall remain in full force and effect.

16. Notices. Any and all written notices, communications -and deliveries between the parties shall be sufficiently made on the date of mailing if sent by registered mail to the respective address of the other party, subject to change upon written notice, as follows:

In the case of LUMA:
Chris Pacione
CEO
LUMA Institute, LLC
Four Gateway Center
444 Liberty Avenue
Suite 1600
Pittsburgh, PA 15222

In the case of Client:

Christine Orozco
Sr. Project Administrator II
Texas A&M University
3578 TAMU
College Station, TX 77843-3578

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized agents as of the date first written above.

~~LUMA INSTITUTE, LLC~~

By:



~~Printed Name: Chris Pacione~~

~~Title: CEO~~

~~TEXAS A&M UNIVERSITY/ iTP3 project~~

By: _____

Printed Name: _____

Title: _____

Fee and Schedule Estimate

Fee includes:

- Admission of up to 20 participants to one (1) 2-Day "Fundamentals of Innovation through Human-Centered Design" Workshop
- Admission of up to 20 participants to 30, 60 and 90-Day Check-ins
- Participant Starter Kit Including: One hard copy of "Innovating for People" Handbook, Planning Cards, Project Planning Materials and Key Attributes of an Innovative Practitioner per participant
- Peer Collaboration Tools including: Practice Co-Evaluation, Practitioner Passport and Case Story Template
- 1-Year Individual Subscription to On-Demand Resources within LUMA Workplace.
- Digital Badge, Certificate and Daily Practice Pack for participants that have shown proof of competence leveraging the LUMA System within their daily work, and are therefore deemed Certified Practitioners upon completion of the program
- Labor related to the design and delivery of the workshop and check-ins.
- Preparation, travel, and teaching time for 1 LUMA Certified Instructors in support of the workshop and check-ins
- All printing, procurement, shipping and handling of materials needed (e.g., tools, templates, supplies), as well as the materials (e.g., supplies) themselves

Fee does not include:

- Travel-related expenses (hotel, airfare, rental car, meals, airport parking, etc.) incurred in support of delivering the workshop and check-ins.
- Fees for additional workshop participants (each additional participant above the 20, will cost \$1000 per participant)

LUMA will invoice 100% of its fees upon signing. All invoices are payable within 30 days of receipt. Outstanding balances will be subject to a 1.5% per month finance charge (or the highest rate allowed by law, whichever is lower).

Qty	Description	Event Location	Dates event to be performed	Max No. of Participants	Total Cost
1	90-Days to Impact Program	Austin, Texas	May 24-25, 2017	20	\$25,000 fee
Total Fees					\$25,000 fee (plus balance of any travel-related expenses)
Fees Due Upon Signing					\$25,000 fee
Fees Due Upon Delivery					Balance of any travel-related expenses