

Local Scope of Work
Between
Texas A&M University
and
Anthony Travel, LLC

This Local Scope of Work made and entered into as of March 15, 2018 is by and between Texas A&M University on behalf of its Department of Athletics (herein referred to as "TAMU Athletics") and Anthony Travel, LLC (herein referred to as "Anthony Travel" or the "Agency"). This Local Scope of Work is incorporated into the Preferred Supplier Agreement UTSSCA4513 (hereinafter referred to as the "Agreement"), which is a separately executed Agreement between The University of Texas System (hereinafter referred to as "UT System") and the Agency. The purpose of this Local Scope of Work is solely to identify service needs specific to TAMU Athletics. The Agreement identifies all other services, terms and conditions.

1. Agreement Period

The term of this Local Scope of Work will be for the period commencing March 15, 2018, and terminating on January 31, 2021. Anthony Travel and TAMU Athletics will agree in writing on any extensions of this initial term. All provisions of the Local Scope of Work will remain in full force should this Local Scope of Work be extended, unless this Local Scope of Work is superseded and restated at the time of extension.

2. Travel Authorization Code/Types

The Agency agrees to enter a travel authorization code into each PNR for all centrally-billed transactions, if requested.

3. Billing Procedures

All TAMU Athletics paid airline tickets issued by the Agency must follow procedures as outlined by TAMU Athletics during implementation process.

Anthony Travel will direct bill TAMU Athletics bi-monthly for all motorcoach bookings, and TAMU Athletics can remit payment in one lump sum to Anthony Travel for each billing statement. Anthony Travel will supply all the necessary documentation to TAMU Athletics for the billings, and will remit payment to the motorcoach companies directly.

4. Traveler Exception Processes

Anthony Travel will adhere to any specific TAMU Athletic traveler exception processes provided.

5. Passenger Name Record (PNR) Requirements

Agency will provide comprehensive itineraries (preliminary as well as final with e-ticket number) as requested by TAMU Athletics.

6. PNR Tracking Information

Agency will adhere to any PNR tracking information outlined by TAMU Athletics.

7. Full Service and Concur Details

Services

Anthony Travel will provide two onsite agents to service TAMU Athletics. TAMU Athletics shall supply sufficient space in the Athletic Department for the operation of a travel agency to provide travel management services for TAMU Athletics. TAMU Athletics shall supply the following items for use by Anthony Travel: internet connections to the campus network, two desks, two chairs, file cabinet, campus telephone, two phone lines per agent, and a fax line. TAMU Athletics shall also provide such services, including electricity, heat, local telephone service, and janitorial service, as are necessary for the operation as a travel agency. TAMU Athletics will also allow Anthony Travel use of a copy machine for no additional charge. All other items are the responsibility of Anthony Travel.

Parking

Anthony Travel employees will receive TAMU Athletics parking privileges as is customary for departmental employees. Anthony Travel will cover any annual expense required for parking permits.

Travel Agency Operations

Anthony Travel shall provide travel management services for 40 hours a week during the term from Monday through Friday between the hours of 8:00 o'clock a.m. until 5:00 o'clock p.m. local time. Anthony Travel may extend its hours of operation as it deems necessary or desirable. Anthony Travel may close the travel agency on all TAMU University holidays. Athletics will provide the Anthony Travel with its holiday schedule at the beginning of each fiscal year.

Anthony Travel will provide after hours, holiday, and weekend emergency travel support through a combination of Anthony Travel's onsite account managers, as well as Anthony Travel's designated after-hours personnel. Additionally, Anthony Travel will maintain its relationship with CCRA Solutions which will provide travel support on a 24/7/365 basis.

Services

Throughout the term of this Agreement, TAMU Athletics will have the ability but not exclusive to utilize the agency to provide a wide range of individual, team, and group travel services to

TAMU Athletics, to include scheduled air services, charter air services, hotel rooms, ground transportation vehicles, international team tours and other services as needed by TAMU Athletics.

8. Air, Car Rental and/or Hotel Booking Requirements

Airline bookings for TAMU travelers shall be contracted in compliance with Preferred Supplier Agreement with the following companies when appropriate: United and Southwest Airlines

TAMU will provide companies and ID numbers as additional contracts are made.

Hotel bookings for TAMU travelers shall be contracted in compliance with Preferred Supplier Agreement with the following companies when appropriate:

TAMU will provide hotel contract information as contracts are made.

Car rentals for TAMU travelers shall be contracted in compliance with the Preferred Supplier Agreements with the following companies:

Hertz
Enterprise

Agency will use the designated ID number with applicable car rental company to ensure TAMU traveler is receiving the correct University pricing and the approved insurance coverage.

Support

For short-term absences from the office, Anthony Travel will provide support with its back-up sports travel consultants. For planned long-term absences of one or more Anthony Travel personnel of two weeks or more when TAMU Athletics' demand necessitates an on-site presence, Anthony Travel will send back-up personnel to service TAMU Athletics.

Personnel

Anthony Travel will secure at its own expense all personnel needed to perform the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with, TAMU Athletics. While on University Premises, all employees will comply with appropriate University policies and will conduct themselves in a manner that will not discredit the University.

Anthony Travel will offer TAMU Athletics the opportunity to participate in the interview and selection process for the on-site travel consultants. Anthony Travel will have the ultimate responsibility for all hiring and employment issues of the employee. TAMU Athletics agrees not to solicit (directly or indirectly), recruit, or employ any employee of Anthony Travel during the

term of this agreement and for two-years after termination of the agreement without the express written approval to do so by Anthony Travel. Anthony Travel agrees to remove or transfer the employment of the two onsite agents upon request of TAMU. Athletics will advise Anthony Travel of any concerns as soon as they are discovered.

Anthony Travel and TAMU Athletics will review the scope and volume of this agreement annually, and will mutually determine if an increase to a third onsite agent or a reduction to a single onsite agent should occur.

Concur

Agency agrees to assist TAMU Athletics with the transition and ongoing support of the Concur online booking tool by providing the necessary operational resources.

Anthony Travel anticipates the transition of the online booking tool will occur as part of the overall implementation process. It is expected that the implementation of the online booking tool and the hiring, training, and onboarding of the onsite agents will all occur in an 8-12 week timeframe.

8. Management Fee

TAMU Athletics will pay Anthony Travel a monthly management fee of \$12,500 (\$150,000 annually) and Anthony Travel will waive all agency transaction fees. Fee will be due and payable by the 10th day of each month in the form of check, ACH or wire transfer. This payment cannot be paid by credit card. This fee shall increase 3% annually. The management fee shall not take effect until Anthony Travel begins providing onsite services to TAMU Athletics. If any services are provided during the transition period, the fee paid will be prorated to a mutually agreeable amount.

All air tickets will be paid for via credit card.

Concur

Anthony Travel agrees to absorb the \$1,500 site transfer fee. Anthony Travel also agrees to absorb the Southwest direct connect fee of \$2 on all Concur bookings for TAMU Athletics. Anthony Travel will pay the UT System Administrative fee. TAMU is not responsible for paying any portion of the UT System Administrative fee.

9. Business Reviews

Agency and TAMU Athletics agree to conduct business reviews, frequency to be mutually established by the parties.

10. Data On Demand

Agency will provide training for and access to an online data retrieval tool allowing desktop access to travel itineraries, e-ticket receipts, general travel data and reporting functions.

11. Amendments

This Local Scope of Work may be extended based on mutual consent of the parties. No modification or amendment to this Local Scope of Work shall become valid unless in writing and signed by both parties.

12. Authority

Each party hereunder represents and warrants that it has full corporate power and authority to execute this Local Scope of Work, and that terms of this Local Scope of Work do not conflict with any other agreement by which such party is bound.

13. Notices

All notices, correspondence or reports made regarding this Local Scope of Work will be in writing and will be delivered as set forth below. Notices must be sent via traceable carrier and will have been deemed received when the receiving party has signed for the document. No legal notice is acceptable by facsimile or email.

Notwithstanding any other requirements for notices given by a party under the Local Scope of Work, if the Agency intends to deliver written notices pursuant to Section 2251.054, Texas Government Code, then the Agency shall send that notice to the University as follows:

To Texas A&M University

Ms. Debbie Phair
Executive Director of Accounting Operations
Financial Management Operations
Texas A&M University
P: 979-845-8119
Email: d-phair@tamu.edu

14. Master Agreement UTSSCA4513 Exceptions

Rider 200 is not applicable
Amendment 2 is not applicable.

15. Governing Law and Venue.

This Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in Brazos County, Texas. In addition, by statute (Texas Education Code §85.18), mandatory venue for all legal proceedings against TAMU is to be in the county in which the principal office of the governing officer is located. At execution of this Agreement, such county is Brazos County, Texas.

16. Public Information Act:

(a) Anthony Travel acknowledges that TAMU Athletics is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU Athletics's written request, Anthony Travel will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMU Athletics in a non-proprietary format acceptable to TAMU Athletics. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU Athletics has a right of access.

(c) Anthony Travel acknowledges that TAMU Athletics may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

IN WITNESS WHEREOF, the parties have caused this Local Scope of Work to be executed and incorporated into the Agreement Document by their duly authorized representatives as of the date written below,

"TAMU Athletics" - Texas A&M University

By:

Name: Robert C. Bounds

Title: Director, Procurement Services

Date: 5-24-2018

"Anthony Travel" - Anthony Travel, LLC.

By: _____

Name: Patrick Walsh

Title: Senior Vice President, Collegiate Travel

Date: 5/24/18