



The
Washington
Campus

PROGRAM AGREEMENT
(PAGE 1 OF 3)

The Washington Campus, a 501 (c) (3) not-for-profit organization, hereby confirms our agreement with **Mays Business School** to present an **Executive MBA** program, in Washington, D.C., May 27-30, 2019.

Executive MBA program

Executive MBA Program Base Cost: \$59,740.00

The Executive MBA program for up to 50 students, including the delivery of up to 12 educational sessions and up to two site visits to key Federal agencies or Washington organizations (such as a tour of the Capitol or visit to the Federal Reserve or National Press Club). This fee also covers production of educational materials (agenda, one-page at-a-glance agenda, and speaker biographies are provided to students in print while speaker Power Point presentations and other supplemental materials are provided to students on a flash drive), program and logistical support, and speaker honoraria.

Additional Transportation Costs: \$ TBD

Local bus transportation for site visits beyond the two included in the educational program base cost will be billed as a pass through cost to Mays Business School. In general, bus transportation to locations within the Washington, DC area is approximately \$1000 per site.

Additional Per Person Costs: \$ TBD

The Campus staff will organize on-program meals (coffee breaks, lunches, receptions/dinners), and tourist activities (such as a monument tour or museum visit), at your request and based upon your budget. The cost will be billed to you on a per person basis.

Cancellation: In the unlikely event that the Mays Business School cancels the program after this agreement is signed, The Washington Campus will retain the deposit, and submit an invoice for any contractual hotel and non-refundable vendor costs incurred by The Washington Campus on behalf of said client resulting from such cancellation. If the Mays Business School cancels the program fewer than 45 days before the start of the program—the total estimated amount of the program, including vendor costs, is due to the Washington Campus. This cancellation clause is designed so that The Washington Campus can meet internal and external obligations entered into on behalf of the Mays Business School.

Transportation to and from Washington will be the responsibility of the sponsoring organization or individuals.

PAYMENT SCHEDULE

The deposit is due upon receipt of the invoice. The balance will be billed upon completion of the program and is due upon receipt.

When signed by representatives of both parties, this Agreement constitutes a firm contract between The Washington Campus and the Mays Business School to the terms outlined in both pages of this Agreement.

AGREED

THE WASHINGTON CAMPUS

MAYS BUSINESS SCHOOL
TEXAS A&M UNIVERSITY

Signature

4/11/19

Date

Liz Scranton
Vice President, EMBA
The Washington Campus

Signature

9 APR 19

Date

Dean K. Endler
University Contracts Officer
Texas A&M University

INVOICE

INVOICE #: TAMU 2019-1-Deposit
DATE: December 13, 2018
TO: Ms. Julie Orzabal
Director, Executive MBA Program
Mays Business School
3024 Wehner Building
4356 TAMU
College Station, TX 77843-4356
PROGRAM: Educational Program presented by
The Washington Campus for
Mays Business School
May 27-30, 2019

Per Program Agreement –
Deposit – education program
50% of base cost (\$59,740.00) \$29,870.00

DEPOSIT DUE \$29,870.00

Due upon receipt

Remit to: The Washington Campus
1150 18th St., NW Suite 400
Washington, DC 20036

The Washington Campus, Inc. FEIN # 52-1140942

ADDENDUM TO AGREEMENT

The following terms and conditions are incorporated into and form a part of the Program Agreement ("Agreement") to which this Addendum is attached. "TAMU" means Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas, on behalf of Mays Business School, and "TWC" means The Washington Campus.

REPRESENTATIONS AND WARRANTIES BY TWC:

If TWC is a business entity, TWC warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of TWC has been duly authorized to act for and bind TWC.

CHILD SUPPORT:

Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

PAYMENT OF DEBT OR DELINQUENCY TO THE STATE:

Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, TWC agrees that any payments owing to TWC under this Agreement may be applied directly toward certain debts or delinquencies that TWC owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

FRANCHISE TAX CERTIFICATION:

If TWC is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then TWC certifies that it is not currently delinquent in the payment of any franchise taxes or that TWC is exempt from the payment of franchise taxes.

PUBLIC INFORMATION ACT:

TWC acknowledges that TAMU 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 the Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, TWC will provide specified public information exchanged or created under the Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU has a right of access. TWC acknowledges that TAMU 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*.

GOVERNING LAW AND VENUE:

The validity of the Agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU shall be in Brazos County, Texas.

LOSS OF FUNDING:

Performance by TAMU under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMU will issue written notice to TWC and TAMU may terminate the Agreement without further duty or obligation hereunder. TWC acknowledges that appropriation of funds is beyond the control of TAMU.

STATE AUDITOR'S OFFICE:

TWC understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. TWC agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. TWC will include this provision in all contracts with permitted subcontractors.

FORCE MAJEURE:

Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

LIMITATIONS:

The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU except to the extent authorized by the laws and Constitution of the State of Texas. Neither the execution of the Agreement by TAMU nor any other conduct, action, or inaction of any representative of TAMU relating to the Agreement constitutes or is intended to constitute a waiver of TAMU's or the state's sovereign immunity to suit.

DISPUTE RESOLUTION:

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and TWC to attempt to resolve any claim for breach of contract made by TWC that cannot be resolved in the ordinary course of business. TWC shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine TWC's claim and any counterclaim and negotiate with TWC in an effort to resolve the claim.

NOTICES:

Any notice required or permitted under the Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal

delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. **TAMU** and **TWC** can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU:

Texas A&M University
Mays Business School
MBA Program Office
4356 TAMU
College Station, Texas 77843-4356
Attention: Karen Lepley, Assistant Program Director
Phone: (979) 845-0145
Fax: (979) 862-6296
E-mail: lepley@tamu.edu

TWC:

The Washington Campus
1150 18th St. NW, Suite 400
Washington, DC 20036
Attention: Liz Scranton
Phone: (202) 234-4446
Fax: (202) 234-4505
E-mail: escranton@washcampus.edu

CERTIFICATION REGARDING BOYCOTTING ISRAEL:

Pursuant to Chapter 2270, *Texas Government Code*, **TWC** certifies **TWC** (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. **TWC** acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:

Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, **TWC** certifies **TWC** (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. **TWC** acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

CONFLICT OF INTEREST:

By executing and/or accepting this Agreement, **TWC** and each person signing on behalf of **TWC** certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by **TAMU** or **TAMUS**, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

INDEPENDENT CONTRACTOR:

For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statement, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

ENTIRE AGREEMENT/MODIFICATIONS:

The Agreement, as amended and supplemented by this Addendum, supersedes all prior agreements, written or oral, between TWC and TAMU and will constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended, or altered except by in writing signed by TAMU and TWC.

ADDENDUM CONTROLLING:

In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

THE WASHINGTON CAMPUS:

By: _____

Name: Liz Scranton

Title: Vice President

Date: 4/11/19

TEXAS A&M UNIVERSITY:

By: _____

Name: Dean K. Endler

Title: University Contracts Officer

Date: 9 APR '19