



American Program Bureau, Inc.
One Gateway Center, Suite 751, Newton, MA 02458
Phone: 617.614.1600 Fax: 617.965.6610 apbspeakers.com

Date 03/27/2019 Contract: 73368 - R Agent: Conor Benton

REVISED CONTRACT

CLIENT: Texas A&M University
GROUP: Student Activities/MSA Stud Prog Comm MSC Student Programs Office
FOR: 31st Annual Student Conference on LatinX Affairs
PRIMARY CONTACT: Ms. Cory Arcak
College Station, TX 77844-9081 United States
Phone: Email: coryarcak@email.tamu.edu
Dolores Huerta
SPEAKER: Dolores Huerta
DATE OF PROGRAM: 04/06/2019 **TIME:** 06:00 PM
FEE: \$17,500.00 plus expenses outlined below.
TRAVEL / EXPENSES: In addition to the fee, Client will be billed for fully-refundable roundtrip airfares for 2 and professional ground transportation in Speaker's originating city. Client will arrange and directly pre-pay for two hotel rooms and all charges (room, tax and incidentals). Client will also pay for and provide all meals and professional ground transportation in event city.
TOPIC: Speaker's Choice See Amendment I
SCHEDULE:
6:00 PM - 6:15 PM Arrive at Venue and Meet with Event Organizers
6:15 PM - 6:45 PM Book Signing
6:45 PM - 7:00 PM Break
7:00 PM - 8:30 PM 40-minute Keynote; 20-Minute Q&A
8:45 PM - 8:40 PM Depart Venue
VENUE: Speaker agrees to a conference call with client before event if necessary.
Texas A&M MSC Bethancourt Ballroom
275 Joe Rout Blvd.
College Station, TX 77840
United States
Phone: Fax:
AUDIENCE: 300 Texas A&M students and staff; Bryan, College Station community members; and about 100 students from surrounding institutions
SPECIAL REQUIREMENTS: Ms. Huerta requires a professional car service for ground transfers.
TECHNICAL REQUIREMENTS:

PAYMENT:
\$17,500.00 Balance Invoice due on or before 03/16/2019

Please make payment checks payable to American Program Bureau, Inc. (Fed ID #04-2371423)

INVOICE: Jessica Mendile-Cory Arcak
Texas A&M University - MSC SCOLA - Student Activities/MSA
Stud Prog Comm-MSC Student Programs Office
275 Joe Rout Blvd
College Station, TX 77843
United States

CLIENT

AMERICAN PROGRAM BUREAU, INC.

AUTHORIZED SIGNATURE

NAME & TITLE: Dr. C.J. Woods, Associate Vice President of Student Affairs

AUTHORIZED SIGNATURE:

NAME & TITLE: Heather Crowley, Contract Specialist

This Agreement is subject to the additional terms and conditions set forth on the following pages.
The individual signing this Agreement warrants that he/she signs as a duly authorized representative of the Client.

1. **Parties:** This Contract ("Contract") is between American Program Bureau, Inc., ("APB") and the client as designated on the first page of this Contract ("Client") the parties (individually "Party" and collectively "Parties") to this Contract.

2. **Speaker:** The speaker as designated on the first page of this Contract ("Speaker") is not a party to this Contract. Speaker is an Independent Contractor and is not an employee of APB. Speaker and APB are not in a principal/agent relationship. APB has confirmed Speaker's availability and APB is entering into this Contract in reliance upon these and other representations made by the Speaker to APB, whether in writing or otherwise. APB's authority to speak for the Speaker is strictly limited to the terms of their mutual contract. APB's relationship with Speaker is further limited to that of a booking company only. APB shall not be responsible in any manner for any claims of harm or damage to persons or property caused by or related in any way to the Speaker, the Speaker's agents, invitees, servants, principals, successors, employees, employers, and/or representatives of any kind or any acts, omissions, statements, or any commitment made by the Speaker or by the Client to each other. Any diversion by the Speaker from any agreed upon topic shall not be considered a breach of contract. See Addendum 4

3. **Client:** The Client and APB are not in a principal/agent relationship with respect to one another. APB's relationship with the Client is strictly limited to that of a booking company for Speaker only. No additional activities shall be planned by the Client nor expected of the Speaker unless expressly contained in this Contract. Any change by the Client in the nature of this Contract shall constitute a breach of this Contract unless agreed upon in writing by the Parties hereto.

4. **Payment:** Any payments of the fee as designated on the first page of this Contract ("Fee"), travel expenses and costs not paid when due will be considered a default and breach of this Contract. Notwithstanding any other provision to the contrary, the Fee is understood to be for the keynote address, speech, lecture or main performance only. Any and all ancillary activities including but not limited to those stated on the first page of the Contract, are not material to this contract. Any such ancillary activities performed by the Speaker or APB are strictly gratuitous and may not be relied upon or considered an amendment of this Contract. See Addendum 2 A, B, & C

5. **Taxes and Compliance Fees:** Client agrees to pay any and all federal, state, and local rental, amusement, sales, permits or other such taxes, other than income taxes, and fees to obtain all necessary licenses and insurance in connection with hosting the event pursuant to this Contract and any insurance the Client deems it necessary for its performance of the terms of this Contract.

6. **Force Majeure:** In the event that the performance of any obligation under this Contract by APB, Speaker and/or Client is prevented or delayed due to acts of God, exchange controls, wars, hostilities, blockades, civil disturbances, revolutions, strikes, terrorist attacks, or lockouts, transportation interruption or delays, Speaker illness or for any other reasons which are, in the reasonable opinion of the Speaker or APB, beyond the Speaker's control ("Force Majeure Condition"), APB, Speaker and/or Client shall promptly notify the other Party of such Force Majeure Condition and the Parties shall use its best efforts to arrange for a mutually agreeable change of time or date for the Speaker's performance. Client agrees to pay any additional travel expenses and cost incurred by the Speaker as a result of a Force Majeure Condition in addition to the travel expenses and costs Client is required to pay pursuant to the terms of this Contract. If a change of date or time cannot be agreed upon then any deposits paid by the Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Parties whatsoever. In no event shall a Force Majeure Condition require the expenditure of any additional fees by either the Speaker or APB. Expenditures must be documented with paid receipts and may require up to 3 weeks for payment.

7. **Delays:** Should the Speaker be delayed, APB will use its best efforts to notify the Client. Notwithstanding any provisions to the contrary, should the Speaker be delayed but arrive and present his/her keynote address, lecture, speech or main performance or is willing to present his/her key note address, the Fee, and all travel expenses and costs, shall be due, if not already paid, immediately in full to APB on behalf of the Speaker, without setoff. In the event that the Speaker is delayed and is unable to attend the event, any deposits paid by Client toward the Fee shall be returned and this Contract shall be null and void without further recourse or claims for damage, liability or harm by the Client whatsoever. In the event of a delay, APB and Speaker shall not be liable to the Client in any manner and any such delay shall not be considered a breach of contract.

8. **Substitution:** If for any reason the Speaker cannot attend the event, APB will use its best efforts to notify the Client and arrange for a mutually agreeable change of date or time. In the event that a change of date or time cannot be mutually agreed upon, APB will use its best efforts to obtain a replacement speaker for the Client. A replacement speaker's fee may be higher or lower than the original speaker's fee. Upon Client's agreement of the replacement speaker a new contract will be issued. In the event that a replacement speaker could not be obtained or agreed upon, all deposits toward the Fee paid by Client will be applied to another event or, at the Client's option, refunded in full satisfaction of any and all obligations of APB and Speaker to the Client and this Contract shall be null and void without any further recourse or claims for damage, liability or harm by the Client whatsoever.

9. **Client Cancellation and Breach:** Should the Client cancel the Speaker's performance more than ninety (90) days prior to the event, fifty (50%) percent of the total Fee shall be forfeited and immediately due if not previously paid to APB. Should the Client cancel the Speaker's performance ninety (90) days or less prior to the event, the full contracted Fee shall be forfeited and immediately due if not previously paid to APB. In the event of any such cancellation all travel expenses and costs incurred by APB or the Speaker which are non-refundable, shall be immediately due and payable by Client to APB. Additionally, Client shall be liable for all damages and harm to APB and the Speaker arising from Client's breach of this Contract and Client's failure to perform any of the terms of this Contract. The forfeiture of any portion of the contracted Fee shall not act as a limitation of damages under this Contract. In the event of Client's breach or Client's failure to perform under the terms of this Contract, Speaker shall not be obligated to perform under this Contract.

10. **Cancellation for Cause:** In the event that any information comes to the attention of APB which raises a reasonable doubt as to the Client's ability to meet its obligations under this Contract or which results in a reasonable belief that Speaker's reputation or APB's reputation, would be negatively impacted by the association created by completion of this Contract, APB shall have the immediate right to either: (a) Request any assurances or actions from Client that will alleviate the reasonable doubt raised or mitigate the reasonable belief created. Such assurances or actions may include, but are not limited to, advance payment, personal guarantees, public information releases in the form of press releases, retractions or other media notices; or (b) APB, on behalf of Speaker, may cancel this event, in APB or the Speaker's sole reasonable opinion no such assurance or action could alleviate or mitigate the effects of the information obtained. The parties hereto expressly agree and acknowledge that APB and Speaker's reputations and public image have an intrinsic value and that the defense of these items is of utmost concern and importance. Actual damages in the event of such an association as described above would be extremely difficult or impracticable to ascertain and the termination of all obligations herein without recourse is reasonable in light of an anticipated loss caused by such an association and the difficulties of proof of loss.

11. **Confidentiality:** Other than as may be required by applicable law, government order or regulation; or by order or decree of the court, the Parties agree that neither of them shall publicly divulge or announce, or in any manner disclose, to any third party, any of the specific terms and conditions of this Contract, including specifically all financial terms; and both Parties warrant and covenant to one another that none of their officers, directors, employees or agents will do so either.

12. **Advertising:** The Client may not advertise, publicize or promote the Speaker's attendance or performance at the event until the Contract is fully executed by both APB and the Client, APB has received the required deposit and APB has subsequently authorized the Client in writing to advertise, publicize or promote the

Speaker's attendance or performance at the event. All advertising and promotion of the Speaker if authorized shall cease on the day of the event.

13. **Facility:** Client agrees to furnish a suitable place for the event, properly lighted, well heated/or cooled, with all the necessary accessories, including microphones and amplification, in proper working condition. Client agrees to limit the audience to no more than the legal number permitted at the place of the event. Client is solely responsible for ensuring compliance with any and all local, municipal, city, state and federal laws, rules, codes and regulations necessary for hosting this event and ensuring the safety of the attendees and the Speaker.

14. **Reproductions:** The content of the Speaker's speech, presentation and materials provided remain the intellectual property of the Speaker. Speaker reserves all copyrights for the Speaker's presentation and materials provided by Speaker and any broadcast, recording, videotape, podcast, webcast, reproduction or rebroadcast in any manner, form or medium. No lecture, appearance, or performance of this "event" is to be broadcast, recorded, videotaped, podcast, webcast or otherwise reproduced in any manner, form or medium, without prior written permission from APB or the Speaker. If written permission is given, a copy of any broadcast, recording, videotape, podcast, webcast or other reproduction must be sent to APB prior to public disbursement with sufficient reasonable time for review of said copy. The content of Speaker's speech or performance shall not be deemed the moral learning or opinions of APB.

15. **Public Portrayals:** Speaker's name, image, biographical information or likeness may not be used in any manner including but not limited to as an endorsement or promotion of any product, service, group, or opinion without prior written permission from APB or the Speaker. Client shall act in an ethical and socially responsible manner at all times with respect to the event and the Speaker.

16. **Miscellaneous Provisions:** This Contract shall be governed in accordance with the laws of the Commonwealth of Massachusetts State of Texas. Client hereby submits to exclusive personal jurisdiction of the Courts in the Commonwealth of Massachusetts State of Texas. The venue with respect to any matters in dispute that may arise under this Contract shall be in the Commonwealth of Massachusetts State of Texas. Client shall pay for all fees, costs and expenses of enforcement and collection of this Contract, including APB's reasonable attorneys' fees. Any controversies arising out of the terms of this Contract or its interpretation, except collection actions, shall be settled in accordance with the rules of the American Arbitration Association, in the Commonwealth of Massachusetts State of Texas, and the judgment upon award may be entered in any court having jurisdiction thereof. This Contract constitutes the entire agreement and understanding of the Parties hereto with respect to the matters described herein, and supersedes any and all prior and/or contemporaneous agreements and understandings, oral or written, between the Parties. This contract is not assignable in whole or in part by any Party without the written agreement of the other. A waiver of a breach of any provision of this Contract or failure to enforce any such provision shall not operate or be construed as a waiver of any subsequent breach of any such provision or of a right to enforce any such provision. No act or omission shall constitute a waiver of any rights hereunder except for a written waiver. Whenever possible, each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.

17. The attached Presentation Addendum is hereby incorporated and made part of this agreement.

Presentation Addendum
Texas A&M University Memorial Student Center
Student Conference on Latinx Affairs

This Addendum, is hereby made part of and incorporated into this agreement between Texas A&M University, a member of the Texas A&M University System, an agency of the State of Texas on behalf of Memorial Student Center **STUDENT CONFERENCE ON LATINX AFFAIRS** (hereinafter referred to as "PRESENTER") and AMERICAN PROGRAM BUREAU, INC (hereinafter referred to as "AGENT" for the personal services of **DOLORES HUERTA** hereinafter referred to as "SPEAKER"), dated 3 April 2019.

1. PRESENTER contracts the personal services of SPEAKER/AGENT for engagement as outlined herein:
 - A. Major Presentation Title: 31st Annual Student Conference on Latinx Affairs -- Dolores Huerta
Date: Saturday 6 April 2019
Time: 6:00pm to 8:30pm
Length: Two hours and Thirty minutes (2.5) Hour(s)
Location: MSC Bethancourt Ballroom
Description: Speaker will engage in a forty (40) minute keynote followed by twenty (20) minutes of Q&A during the SCOLA Gala regarding her experiences with social justice in the Latinx community and her experiences with the Dolores Huerta Foundation
 - B. Additional activities to be included in SPEAKER's schedule:
 - i. Speaker will participate in a 30 minute book signing prior to the Gala
2. PRESENTER agrees to pay SPEAKER Seventeen Thousand and Five Hundred dollars (\$17,500.00) professional fee, and any additional items listed below, for the rendition of services called for herein: See description listed in section 1.
 - A. PRESENTER also agrees to provide:
 - i. Provide round trip air transportation for SPEAKER and one assistant to College Station, TX not to exceed the value of \$1,800.00
 - ii. Provide lodging for SPEAKER and one assistant in College Station, TX not to exceed the value of \$800.00.
 - iii. Provide private ground transportation for SPEAKER and one assistant while in College Station, TX not to exceed the value of \$400.00
 - iv. Provide meals for SPEAKER and one assistant while in College Station, TX not to exceed \$200.00
 - B. Make payment to American Program Bureau (FEIN 04-2371423). Payment is to be made by TAMU via direct deposit within five (5) business days following the event. SPEAKER/AGENT, if a domestic vendor, may sign up for direct deposit using the Substitute W-9 & Direct Deposit form available at the following website: <https://fino.tamu.edu/accounts-payable/vendor-setup/forms/>. SPEAKER/AGENT may provide the ACH information on company letterhead if the standard IRS W9 has already been provided.
 - C. This amount represents the total sum payable by PRESENTER for services hereunder and any other expenses incidental to the presentation will be the sole responsibility of SPEAKER/AGENT, unless otherwise specified in this contract. For reimbursable incidental expenses specified in this contract, original invoices or receipts will be required from SPEAKER/AGENT to initiate payment.
 - D. SPEAKER/AGENT hereby certifies that no alcoholic beverages will be reflected in meal/beverage receipts for expenses to be reimbursed relative to this contract.

3. It is understood and agreed that SPEAKER will obtain the approval of PRESENTER prior to participating in any presentations, activities or meetings with organizations or groups within a 150 mile radius, during a 24 hour window on either side of the time period covered by this contract.
4. SPEAKER/AGENT shall be solely responsible for compliance with any performing fees, rules, regulations, or responsibilities required by any organization of which SPEAKER is a member or may be contractually bound. SPEAKER further agrees that payment of speaking and/or performing rights licenses for all material to be performed under the auspices of PRESENTER is the responsibility of the SPEAKER. SPEAKER/AGENT shall indemnify, hold harmless, and defend PRESENTER, its officers or employees, from and against any and all claims or suits that may be made or brought against SPEAKER/AGENT for non-compliance of any rules, regulations, or responsibilities required by said speaking or performing-rights licenses with respect to the performance of any material performed under this Addendum.
5. **FORCE MAJEURE:** This contract may be rescinded if any accidents, illness, epidemics, ^{transportation delays,} acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of the contract. In the event that the engagement of SPEAKER/AGENTS/PRESENTER should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to this contract and the contract will be of no further force or effect. Should such cancellation become necessary, initial notification by the SPEAKER/AGENT will be by telephone to Staff Representative, Cory Arcak, office: (979)845-1515; cell: (979)204-2001; fax (979)845-5117 followed immediately by an email copy (email: coryarcak@tamu.edu) of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the PRESENTER within forty-eight (48) hours of the initial notice of cancellation.



6. If a breach by SPEAKER/AGENT of any provision of this contract, for any reason other than a *force majeure* as set out in Item #5 above, results in the agreed performance not occurring, ~~SPEAKER/AGENT~~ agrees to reimburse PRESENTER for any and all documented out of pocket expenses, including but not limited to, advertising expenses and local production expenses. Payment will be due in full sixty (60) days from the contracted performance date. ^{but in no event shall the total reimbursement exceed \$250}
7. SPEAKER/AGENT understands that possession and/or consumption of intoxicating beverages, narcotics or other ^{regardless of the reason of cancellation or non-performance.} illegal substances on the campus of Texas A&M University is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders the SPEAKER incapable of fulfilling the terms and conditions outlined in this contract, PRESENTER may cancel this contract without liability on the part of the PRESENTER.
8. SPEAKER/AGENT agrees to provide the PRESENTER's staff representative with exact information regarding method and time of arrival in College Station, Texas, a minimum of seventy-two (72) hours prior to starting time of engagement. The student host for this event is Ashley Sosa, who may be reached at (979) 845-1515.
9. SPEAKER/AGENT shall have the right to have souvenir programs or other souvenir items sold with the understanding that Sales Tax will be calculated and retained by TAMU for remittance. PRESENTER will also retain 25% of Gross Sales, (Gross Sales defined as total less sales tax of 8.25%). All merchandise inventory will be counted before and after all sales by PRESENTER representative and settlement will occur immediately after inventory check out is finished. PRESENTER representatives will not sell merchandise.
10. SPEAKER/AGENT grants PRESENTER permission to use the name and photo of SPEAKER in all event promotions.
11. In regard to photographs, still, non-flash photographs by representatives of the campus and community media will be permitted. It is the responsibility of SPEAKER to satisfy any Actor's Equity or similar union or guild requirements concerning notification that photographs are being taken.
12. SPEAKER/AGENT hereby grants permission for PRESENTER to record and/or video the presentation for non-commercial purposes. The recordings will remain the property of PRESENTER. ^{Subject to a mutually agreeable fully executed APB}
13. It is understood and agreed that the SPEAKER/AGENT will not solicit funds or contributions either directly or ^{Recording Agreement between client and speaker.} through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from PRESENTER.
14. SPEAKER/AGENT acknowledges that PRESENTER 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



Addendum, as well as any other disclosure of information required by applicable Texas law. Upon TAMU's written request, SPEAKER/AGENT will provide specified public information exchanged or created under this Addendum 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. SPEAKER/AGENT acknowledges that TAMU may be required to post a copy of the fully executed Addendum on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

15. As a department of a public institution of the State of Texas, TAMU is not authorized to make advance payments of any nature including, but not limited to, deposits.
16. PRESENTER will not be responsible for reporting or paying employment taxes or other similar levies which may be required by the U.S. Internal Revenue Service or other similar state/federal agencies.
17. PRESENTER, as an administrative entity of the Texas state government, is tax exempt.
18. SPEAKER/AGENT acknowledges that, because PRESENTER is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of PRESENTER or for injuries caused by conditions of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of PRESENTER is provided by PRESENTER as mandated by the provisions of Chapter 502, *Texas Labor Code*. PRESENTER shall have the right, at its option, to (a) obtain liability insurance protecting PRESENTER and its employees and property insurance protecting PRESENTER's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by PRESENTER as a result of its operations under this Addendum.
19. As an administrative entity of the State of Texas, PRESENTER is not authorized to indemnify any party with which PRESENTER contracts.
20. SPEAKER/AGENT shall hold harmless PRESENTER, its agents, employees, and representatives from any liability or action arising from personal injury or property damage proximately caused by the negligent act of omission or commission of the SPEAKER or its employees, agents, or representatives.
21. Whereas the State of Texas is a "Right to Work" state and PRESENTER is an administrative entity of the state acting under color of state law, PRESENTER cannot require union membership as a prerequisite for employment.
22. In signing this Addendum, MSC Student Conference on Latinx Affairs of the Texas A&M University does so as presenter of the presentation and not as employer, producer or operator.
23. PRESENTER will not be liable to the SPEAKER/AGENT for any damage to or loss of property while in transit to or from the performance nor during the performance except as may result from negligent acts of employees or authorized representatives of the PRESENTER. Any such claim shall be limited as determined by State of Texas statute.
24. SPEAKER/AGENT must notify PRESENTER of any and all "sponsors" or "underwriters" or any entity other than SPEAKER/AGENT who is receiving promotional consideration from SPEAKER. Promotional considerations for commercial sponsors may be subject to State law and/or University policy, therefore PRESENTER must approve, in writing, any commercial or non commercial sponsorships to be promoted with this engagement. PRESENTER reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to PRESENTER's goals.
25. 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 PRESENTER and SPEAKER/AGENT to attempt to resolve any claim for breach of contract made by SPEAKER/AGENT that cannot be resolved in the ordinary course of business. SPEAKER/AGENT shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of PRESENTER, who shall examine SPEAKER/AGENT's claim and any counterclaim and negotiate with SPEAKER/AGENT in an effort to resolve the claim.

26. Pursuant to 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.
27. If SPEAKER/AGENT is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then SPEAKER/AGENT certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that SPEAKER is exempt from the payment of franchise (margin) taxes.
28. Pursuant to Section 51.9335(c), Texas Education Code. SPEAKER/AGENT agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. SPEAKER/AGENT will include this provision in all contracts with permitted subcontractors.
29. By executing and/or accepting this Addendum, SPEAKER/AGENT and each person signing on behalf of SPEAKER 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 PRESENTER or TAMUS, has direct or indirect financial interest in the award of this Addendum, or in the services to which this Addendum relates, or in any of the profits, real or potential, thereof.
30. SPEAKER/AGENT expressly acknowledges that PRESENTER is an agency of the State of Texas and nothing in this Addendum will be construed as a waiver or relinquishment by PRESENTER of its right to claim such exemptions, privileges, and immunities as may be provided by law.
31. SPEAKER/AGENT acknowledges that PRESENTER may request a consultant to perform a criminal background check on any employee and/or representative of SPEAKER/AGENT who conducts business pursuant to this Addendum on the campus of PRESENTER.
32. Pursuant to Chapter 2270, Texas Government Code, SPEAKER/AGENT certifies SPEAKER/AGENT (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Addendum. SPEAKER/AGENT acknowledges this Addendum may be terminated and payment withheld if this certificate is inaccurate.
33. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, SPEAKER/AGENT certifies SPEAKER/AGENT is not engaged in business with Iran, Sudan, or a foreign terrorist organization. SPEAKER/AGENT acknowledges this Addendum may be terminated and payment withheld if this certification is inaccurate.
34. ~~Pursuant to Section 2252.903, Texas Government Code, SPEAKER/AGENT agrees that any payments owing to SPEAKER/AGENT under this Addendum may be applied directly toward certain debts or delinquencies that SPEAKER/AGENT 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.~~
35. All state laws and university policies shall govern the use of the facilities and activities of all parties covered hereunder.
36. This Addendum contains the entire understanding of the parties and shall be amended or modified only in writing by the SPEAKER/AGENT and the PRESENTER on its behalf. It is performable in Brazos County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against PRESENTER shall be in the county in which the primary office of the chief executive officer of PRESENTER is located.



Signatories to this Addendum warrant that they are duly authorized representatives of the parties to this Addendum.

ACCEPTED AND AGREED:

FOR: Memorial Student Center Student Conference
on Latinx Affairs
ADDRESS: 1237 TAMU
Texas A&M University
College Station, TX 77843-1237

FOR: Dolores Huerta

BY

C.J. WOODS
Associate Vice President for Student Affairs
Texas A&M University

BY:

~~GONOR BENTON~~ Heather Crowley
~~Agent Contract Specialist~~
American Program Bureau, Inc.

ADDRESS: One Gateway Center, Suite 751
Newton, MA 02458

PHONE: (617) 614-1600

FAX: (617) 965-6610

DATE:

4/5/19

DATE:

April 5, 2019

CONTACT: Cory Arcak
Associate Director
Memorial Student Center
Texas A&M University
979-845-1515
979-845-5117 fax
coryarcak@tamu.edu