

## ENGAGEMENT AGREEMENT

This Engagement Agreement ("Agreement"), dated May 24, 2019, is entered into between The OpEd Project and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (TAMU), an institution of higher education and agency of the State of Texas.

### WITNESSETH:

TAMU has agreed to engage The OpEd Project to give a 1.5-day seminar on August 23-24, 2019 from 10:00am to 5:00pm on Day 1 and 10:00am-1pm on Day 2, for up to 20 people, the majority (50% +1) of whom must identify as women, at TAMU, following The OpEd Project curriculum which has been pre-approved "Services": The OpEd Project's highly dynamic curriculum is built on time-tested models of transformational learning, thinking with purpose, and changing minds. Games, high-stakes scenarios and live "thought experiments" will challenge participants to think in new and bigger ways about what they know, why it matters, and how to use it. We'll explore the source of credibility and how to establish it (quickly); the patterns and elements of persuasion; the difference between being "right" and being effective; how to preach beyond the choir; how to escape a pigeonhole; how to address opposition and build consensus; and how to think bigger.

It is mutually agreed by and between the parties hereto as follows:

1. Costs. TAMU will pay The OpEd Project \$13,500 for the Services for up to 20 participants. One half of this fee (\$6750) is due immediately upon acceptance of this Agreement, as a deposit to confirm and hold the date. The remainder of the fee is due no later than the date of the seminar. Note: while a maximum of 20 participants is recommended, for each additional participant over 20, there will be an additional cost of \$675 per participant (up to 24 participants max).

2. Expenses. All out-of-pocket expenses relating to the Services, including the cost of seminar materials if not supplied by TAMU (see next item), will be billed to TAMU at cost and without mark-up. Travel, taxi, and hotel expenses will be covered by The OpEd Project.

3. Materials & Supplies: TAMU will provide A/V equipment and Internet access, as well as an easel, large markers, and oversized (30" x 25") poster pad/flip chart with post-it (self-stick) backing (For example: Staples "Post-It Sticky Easel Pad," 30" x 25). TAMU is responsible for printing seminar handouts, which will be supplied by The OpEd Project in digital form. TAMU agrees not to share or circulate these handouts beyond the intended recipients (i.e., the 20-24 participants who will be in the room). TAMU is responsible for providing breakfast and lunch options, or for directing participants to bring their own.

4. Agreement. It is understood that this Agreement is binding on both parties; it cannot be cancelled except as follows: 1) The OpEd Project and TAMU mutually agree that either party may cancel this Agreement and all parties shall be released from any liabilities or damages hereunder; or 2) The OpEd Project or TAMU are unable to fulfill the terms of this contract due to an act of God or any other legitimate conditions beyond the control of The OpEd Project or TAMU. However, it is agreed by both parties that "commercially reasonable efforts" will be made by both parties to so adapt that the Seminar be presented as scheduled.

In the event TAMU cancels the Services less than two weeks from the date of the Seminar, full payment is due. If The OpEd Project cancels the Services less than two weeks from the date of the seminar, The OpEd Project will either offer an acceptable alternate date, or all payments and deposits will be refunded.

The parties acknowledge that The OpEd Project shall provide to TAMU only the Services referenced above.

The terms stated in this Agreement set forth the entire understanding between the parties and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. The terms stated herein may not be modified or amended except by the mutual written agreement of the parties.

The OpEd Project's relationship to TAMU is that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship.

5. Authorization. The representative of TAMU, in signing this Agreement, represents that (s)he signs as a duly authorized representative of TAMU.

6. Liability. This section applies to TAMU only to the extent permitted by the laws and Constitution of the State of Texas. Neither party shall be liable to the other for more than the fees to be paid under this Agreement. In no event shall either party be liable for consequential, incidental, or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within one year after the cause of action arose. The parties agree that they will look only to the assets of the other party in connection with any liabilities hereunder and in no event shall they have any claim against any shareholder, partner or holder of any ownership interest in the other party in connection with this arrangement. The OpEd Project expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

7. Ownership Rights. All documentation, publications, materials, reports and other materials delivered by The OpEd Project to TAMU in connection with the Services, including any and all intellectual property and proprietary rights therein shall, as between the parties, be and remain the sole and exclusive property of The OpEd Project. No recording of the session may be made or distributed without prior written agreement from The OpEd Project.

8. Disputes. In the event of a dispute, the parties agree that they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation. 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 The OpEd Project to attempt to resolve any claim for breach of contract made by The OpEd Project that cannot be resolved in the ordinary course of business. The OpEd Project shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Texas A&M, who shall examine The OpEd Project's claim and any counterclaim and negotiate with The OpEd Project in an effort to resolve the claim.

9. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the state of Texas (without giving effect to any choice or conflict of laws provisions thereof). In addition, pursuant to Texas Education Code, section 85.18(b), mandatory venue for all legal proceedings against TAMU is to be in the county in which the principal office of the TAMU governing officer is located, which is Brazos County, Texas.

10. Certification regarding boycott of Israel. Pursuant to Chapter 2270, Texas Government Code, The OpEd Project certifies The OpEd Project 1) does not currently boycott Israel and 2) will not boycott Israel during the term of any ensuing purchase order or contract. The OpEd Project acknowledges its purchase order or contract with TAMU may be terminated and payment withheld if this certification is inaccurate.

11. Certification regarding business with certain countries and organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, The OpEd Project certifies The OpEd Project is not engaged in business with Sudan, Iran or a foreign terrorist organization. The OpEd Project acknowledges its purchase order or contract with TAMU may be terminated and payment withheld if this certification is inaccurate.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the day and year written above.

By:

FOR THE OpEd PROJECT

Catherine Baxter, Manager of New Business

Signature & date:

FOR Texas A&M University

Name & Title:

**ROBERT C. BOUNDS**

Signature & date:

**DIRECTOR, PROCUREMENT SERVICES**

## What is The OpEd Project?

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The OpEd Project is a think tank and leadership organization founded to ensure the full range of human voices is included in history. We accelerate the ideas and public impact of underrepresented voices, including women. One near term goal is to increase the volume of women thought leaders in key commentary forums—which are a key source of history—to a tipping point. Partnering with universities, think tanks, non-profits, and corporations, we target and train underrepresented experts (including women) to take thought leadership positions in their fields; we connect them with our network of high-level journalist mentors; and we channel the best new experts and ideas to media across all platforms. We use op-ed (which we define broadly, to mean an idea of public value in any media platform) as a strategic metric of concrete results.

## Program: *Write To Change The World*

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The OpEd Project's highly dynamic curriculum is built on time-tested models of transformational learning, thinking with purpose, and changing minds. Games, high-stakes scenarios and live "thought experiments" will challenge participants to think in new and bigger ways about what they know, why it matters, and how to use it. We'll explore the source of credibility and how to establish it (quickly); the patterns and elements of persuasion; the difference between being "right" and being effective; how to preach beyond the choir; how to escape a pigeonhole; how to address opposition and build consensus; and how to think bigger.

In multi-day programs, we will also have a chance to debrief on what kept us up overnight, explore our underlying framework for thinking with purpose ("Mattering"), and we will also workshop the ideas and drafts that participants created on the previous day and fleshed out overnight—dramatically increasing their ability to exchange ideas with each other, and also their odds of success in publication. Time permitting, we will discuss strategies for pitching, and may also guide participants in triangulation exercises to think more expansively about their expertise.

Each participant will learn to make a bold case for their ideas, whether in an op-ed in print or online, on TV, at a PTA meeting, before a board of directors, to potential funders, or on the steps of Congress. Participants in full-day or longer programs have ongoing access to The OpEd Project national network of journalist mentors, for individual feedback on their op-ed drafts.

## Why This Matters

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The voices and ideas we hear most in the world come from only a small fraction of society. What could we accomplish if together we invested in all our brain-power?