

ADDENDUM TO PROPOSAL NO. 1195

This Addendum amends and supplements the Proposal No. 1195 (“Agreement”), to which it is attached, between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“Client”) and Ohrvall Media, LLC dba MBA Case (“MBACASE”). All terms used herein and not otherwise defined shall have the meaning as in the Agreement. In the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. Both parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Client is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. **Late Payment Policy** section on page 3 of the Agreement is revised to read as follows: “All invoices are due 30 days from the date Client receives the invoice. A grace period of up to 15 days will be extended on a case by case basis. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.”
3. The last sentence of the **Cancellation Policy** section on page 3 of the Agreement is deleted.
4. The following language is added to the Agreement:

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: “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*, MBACASE agrees that any payments owing to MBACASE under this Agreement may be applied directly toward certain debts or delinquencies that MBACASE 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.

Prohibited Bids and Agreements. A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: “Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

Public Information. MBACASE acknowledges that Client 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. Upon Client's written request, MBACASE 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 Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Client has a right of access. MBACASE acknowledges that Client 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. The validity of this Agreement and all matters pertaining to this Agreement, 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.

Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Client shall be in Brazos County, Texas.

Force Majeure. Neither party is required to perform any term, condition, or covenant of this 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.

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 Client and MBACASE to attempt to resolve any claim for breach of contract made by MBACASE that cannot be resolved in the ordinary course of business. MBACASE shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of Client, who shall examine MBACASE's claim and any counterclaim and negotiate with MBACASE in an effort to resolve the claim.

Conflict of Interest. By executing and/or accepting this Agreement, MBACASE and each person signing on behalf of MBACASE 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 Client 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.

Certification regarding Boycotting Israel. Pursuant to Chapter 2270, *Texas Government Code*, MBACASE certifies MBACASE (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. MBACASE 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*, MBACASE certifies MBACASE is not engaged in business with Iran, Sudan, or a foreign terrorist organization. MBACASE acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

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

Loss of Funding. Performance by Client under this 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, Client will issue written notice to MBACASE and Client may terminate this Agreement without further duty or obligation hereunder. MBACASE acknowledges that appropriation of funds is beyond the control of Client.

State Auditor's Office. MBACASE understands that acceptance of funds under this 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*. MBACASE agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. MBACASE will include this provision in all contracts with permitted subcontractors.

Non-Waiver. MBACASE expressly acknowledges that Client is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Client of its right to claim such exemptions, privileges, and immunities as may be provided by law.

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.

Representations & Warranties. If MBACASE is a business entity, MBACASE 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 this Agreement, and the individual executing this Agreement on behalf of MBACASE has been duly authorized to act for and bind MBACASE.

Notices. Any notice required or permitted under this 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. Client and MBACASE can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Client: Texas A&M University
Mays Business School, Career Management Center
4113 TAMU
College Station, TX 77843-4113
Attention: Kimbrellyn Austin
Phone: (979) 845-1998
E-mail: kaustin@mays.tamu.edu

With a copy to: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182

Attention: Executive Director
Phone: (979) 845-0099
Fax: (979) 862-7130
Email: contracts@tamu.edu

MBACASE:

Ohrvall Media, LLC dba MBA Case
13400 S. Route 59, Ste. 116-340
Plainfield, IL 60585-5830
Attention: David Ohrvall
Phone: (630) 378-9738
E-mail: david.ohrvall@gmail.com

ACCEPTED & AGREED:

~~OHRVALL~~ MEDIA, LLC DBA MBA CASE

TEXAS A&M UNIVERSITY

David Ohrvall
Founder & President
Date: 5-8-2019

Dean K. Endler
University Contracts Officer
Date: 8 MAY 19

Crack the Case Train the Trainer (half day-times may vary)

Maximum Attendees: 20-25

Ready to say “yes” the next time a student asks you to give a business case? Have fun while building strong case giving skills with case interview expert David Ohrvall, author of *Crack the Case* and popular, international trainer. Through participation, paired practice, amazing cases and best practice video clips, David will engage your mind, build your skills and keep you laughing. Continue the learning with three new, unpublished cases and free follow-up videos.

Purpose

- Train personnel and selected students in their role as case interviewers
- Build confidence in their ability to give cases to a wide variety of students with different needs
- Strengthen participants’ abilities to coach strengths and weaknesses in each candidate
- Give three new cases that can be used throughout the fall. These cases are not available to the students.
- Help draft a new case for each participant that is centered on a topic he or she likes.

Results

- Increased number of cases given by career professionals to students during the interview prep season
- Skilled interviewers who and advise each other and new personnel on how to give cases better
- Better coordinated career team that can use a variety of cases to better discern who the best performers are
- Better prepared students due to more frequent cases with school personnel

Case Interview Trends and the Need to Give More Cases

10 minutes

Why you should be giving cases and how they are gaining popularity in different types of interview settings.

Typical Case Flow and Your Role

40 minutes

During this section, we’ll cover the elements of a good case and what you need to do during each step (brief video clips show best practices). We’ll review what to look for and how to coach your candidates.

Practice Drills

30 minutes

To better prepare for giving full cases we’ll practice each module of the case separately. David will highlight tips on how to transition from one part to another and give you the “coach’s eye” for the most important skills to track.

Step by Step Practice

90 minutes

Each participant is paired with a partner and will work through three cases. Each person gives a case for 15 minutes and takes a case for 15 minutes. Similar to a dance class, I’ll guide participants through each step, helping them with what to say ask and expect. We’ll use unique, well written cases that employ my SMART interviewer approach (What to Say, How to Manage the Structure, Ask (for data and numbers), Role Play and Track). This SMART approach is easy to use and is helpful in retaining the material. All the cases have answers and specific scripts.

Build Your Own Case

30 minutes

Creating your own case about a topic you enjoy is the best way to accelerate your case giving skills. We’ll work through how to build a case around a topic you know and how to add in analytics that you can manage.

Wrap Up, Q&A

10 minutes

We’ll regroup and recap key insights and tips. I’ll advise the group on how to practice going forward.

Materials

Individual print outs:

- Quick Start Guide
- Slide Deck
- Three new unpublished cases

Communicate and Think Like an MBA

Trainers: David Ohrvall or Deborah Resnick

(Half day, 3 ½ hours each part)

During your interactions with each other, professors, alumni and interviewers along your MBA journey, you need to bring specific skills and content to each discussion. You'll need to communicate in a way that makes it easy to understand your points and follow your logic. You'll also need to bring business content and knowledge that is relevant. To build these critical skills you will participate in a two-part workshop.

Part One will focus on your communication.

Learning to communicate like an MBA is all about building rapport, showing passion about business, demonstrating interest in your audience and adjusting your content when necessary. During this intense three and a half hour workshop, you will build some foundational skills:

- Being Answer First
- Learning Block, Break, Discuss to stay structured and on topic
- Reading and interpreting a current business article
- Planning on how to use Block, Break, Discuss in class prep and discussions
- Ending with a "speed meet" discussion exercise

Part Two will focus on building business thinking.

Before entering your MBA program you likely built skills in a few specific areas, like manufacturing or advertising. Now it's time to broaden that knowledge through an easy to follow model that helps you think about business more holistically. This fun yet challenging three and a half hour workshop will help complete your business understanding. You'll learn to think and communicate more clearly by practicing problem solving in each of these five zones:

- Zone 1 – Strategy (making strategic decisions)
- Zone 2 – Operations (managing the day to day money making)
- Zone 3 – Organization (understanding which organizational changes will make money)
- Zone 4 – Finance (asking the key financial questions)
- Zone 5 – External Factors (considering macro impacts on the business at hand)

As we work through the exercises in Part Two we'll apply the communication skills you built in Part One. We'll end our time together discussing some short, broad based business problems.

Crack the Case Level 1 (one group, full day)

Maximum Attendees: 65

Similar to the Crack the Case Level 1 (half day); this workshop gives a complete overview of how to do well on cases in a fast paced, highly participatory workshop. There are a few differences in the agenda that may make this the ideal format where you have:

- a smaller group of students and can take the time to absorb the material over a full day
- undergraduates or other students where business concepts are newer and as a result the pace needs to be slower
- plans to follow-up with Crack the Case Level 2 and it's important to make sure these students are solid with their understanding of Level 1

Agenda Changes

Case Overview / Communication, Logic & Analytics

60 minutes

Market Sizing Practice

30 minutes

Integrated Thinking

Expanded to 90 minutes

Lunch

Structure Drills

45 minutes

Designed to reinforce integrated thinking and build new habits

Mini Case (same)

30 minutes

Mini Case (new)

30 minutes

Mini Case (new)

30 minutes

Full Case (same)

45 minutes

Materials

Pocket folders with Classic Skills & IMPACT, Pet Power, Market Sizing Cases, Global Nest, Maxson's Mattresses Handout A & B

Add:

- Tattoo Redo with addendum
- Light Co.
- Slash and Burn Chart
- Structuring Worksheets

Interview Logic (half day-times may vary)

Doing well in your behavioral interviews will take more than just a quick review of your resume and the memorization of a few stories. There are important, logical steps you need to take to ensure you are fully prepared for all questions. Throughout your interviews you need to make a compelling case to be hired. David Ohrvall, author of *Crack the Case System* and founder of MBACASE, will help you build a strong foundation for all of your interviews with Interview Logic. Interview Logic is a holistic guide to preparing for your behavioral interviews and showcasing five key areas for employers: Leadership, Organization, Goals, Integration and Communication. Through lots of participation, partner practice and drills you will leave the workshop ready to showcase your skills and make a case to be hired.

Communication

30 minutes

Communication is the foundation for all great interviews. Building good communication skills will be an important thread throughout the workshop. David will kick off Interview Logic with a focus on:

- Be Answer First! – learning how to get to the point quickly
- Tone, pace and touch – how to make your words connect to every person you meet during the interview process
- Telling a story – how to create interesting, memorable stories that fully engage the interviewer

Leadership

30 minutes

Evidence of your leadership is everywhere. You just need to find it and show it:

- Building your leadership stories
- Finding gaps and closing them quickly
- Presenting yourself as the multi-faceted leader

Break

15 minutes

Organization

30 minutes

Interviewers want evidence that you can handle details, can self-start on a variety of projects and are in control of a complex job search. This module will cover:

- Making sure you have organized and planned for the most important aspects of the job search
- Conveying that you can manage complex tasks with limited guidance
- Learning how to ask questions about the company but not drown the interviewer in details

Goals

45 minutes

It's important that you show that you are goal oriented and that your goals will continue once you join your future company. David will work with you to build:

- A story arc that shows how your past, current and future goals tie together
- A compelling story depicting why your future goals align with your target company

Integration

30 minutes

You need to “fit” with the company you are pursuing and your interviewer needs to understand how you will fit. David will help you:

- Find links between your experience and background that tie well to your target company
- Learn how to communicate the specific links and fit elements that interviewers seek

Crack the Case Level 2 (Half Day; 3 or 3.5 hours)

Maximum Attendees: 65

Now it's time to take your skills to the next level by structuring your case starts, practicing market sizing cases, and solving more complex business cases. As follow-on to Crack the Case Level 1, this event is designed for those who will be interviewing with case intensive firms. You will be expected to participate during the large group time as well as with your in-class partner (randomly assigned). There will be several exercises where you will have the chance to build deeper skills in the areas of structuring, analytics and answer-first communication. Cases for this session will have more difficult math and additional handouts.

Communication & Structure Drills (100 minutes)

Our CSAI Priorities

- Review what you have learned in the CSAI approach.
- Discuss the priorities for the workshop.

Answer First Warm-up

- Outline the value of making a high IMPACT during your first impression.
- Review how to apply Answer First communication to your behavioral stories and your cases.

Structuring Drills with Partners

- Accelerate your learning and skill building with case start drills.
- Cover eight different case topics and a variety of industries as you practice with partners.
- Review as a class key insights for different case types and how these insights can help you solve cases faster and more accurately.

Market Sizing with Partners

- Return to your market sizing exercises by solving two more cases with partners.
- Learn how to make your market sizing structures like a model that shows your interviewer that you can handle ambiguity.

Analysis Drills (60 minutes)

Anticipating Your Data Set

- Learn to think ahead when you encounter different case types.
- Practice as a group and with partners thinking through data you would need to solve different cases.

Slide Reading & Integration

- Practice reading a variety of difficult slides and learning how to pull insights out of data quickly.
- Review the power of integrating data across multiple slides and showing that you can tie together several key points in a case.

Integration Practice (40 minutes)

Mini-business Case & Data Sets

- Face a data dump and the need to estimate in a high-pressured case with too much detail.
- Review what interviewers expect when giving this kind of complicated data set.
- Wrap up the case and give a recommendation showing a good command of the facts, your notes, the analysis and your personal opinion.

Crack the Case Marketing – Beyond the 4 P's (Half Day, 3-3 1/2 hours)

Maximum Attendees: 65

Our Goals – How we plan to go beyond the basics

Understand the Why

30-45 minutes

- Every Marketer's Challenge
- Know the Core Marketing Skills
- Understand Your Interview Tests

Build Skills

75 minutes

- Build Strong Communication
- Assess Your Marketing Skills and Connect Them

BREAK

15 minutes

Apply Those Skills

75 minutes

- Use CAPTURE to Understand Marketing Concepts
- Use Marketing Frameworks to Solve Marketing Problems