



Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jun 4, 2025	AB1033033	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
sww - Wolfe, Wes	swolfe3@tamu.edu	979.845.2014
Customer Contact:		
Name:	TAMU ORDERING DEPT 02-BMPO	
Email:	pallen@mays.tamu.edu	
Phone:	+1 979-862-6443	

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	WASHINGTON CAMPUS THE	Delivery Address	
Address	1150 18 ST NW STE 400 WASHINGTON, District of Columbia 20036 United States	TAMUS Member:	02-Texas A&M University (02)
FOB / FREIGHT	Destination	Attn	Pam Allen
Pre-Pay & Add	No	MBA Program Office	
Payment Terms	0, Net 30	Wehner Bldg.	
Contract Number - Header	<i>no value</i>	Room	390
Contract Number - Line	<i>no value</i>	4117 TAMU	
Quote number		College Station, TX 77843	
		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

C25-02-20066 Prog...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20230425.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 4	Required academic trip for Emba Program; Educational Program Base Cost (50% deposit due upon receipt).	na	EA	55,000.00 USD	1 EA	55,000.00 USD
2 of 4	Per Person food, beverage, Venues. (48 @\$650 per person)	na	EA	31,200.00 USD	1 EA	31,200.00 USD
3 of 4	Facilities/Classroom, Equipment, IT/A/V, insurance	na	EA	8,000.00 USD	1 EA	8,000.00 USD
4 of 4	Within DC Transportation (buses).	na	EA	4,500.00 USD	1 EA	4,500.00 USD
Total						98,700.00 USD

Billing Information

To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail

Billing Address

Texas A&M University-Accounts Payable
 Do Not Mail Invoices
 Email invoices to invoices@tamu.edu

vendorhelp@tamu.edu.

Invoice must include the PO/Reference number shown above.

750 Agronomy Rd Suite 3101
6000 TAMU
College Station, TX 77843-6000
United States

VENDOR CONTRACT ADDENDUM

This Addendum amends and supplements the Program Agreement (“Agreement”) between Texas A&M University, a member of The Texas A&M University System (“A&M System”), and an agency of the State of Texas (“Texas A&M”) and The Washington Campus, a 501(c)(3) not-for-profit higher education organization, with offices at 1150 18 ST NW STE 400, Washington, DC 20036, (“TWC”). All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. Texas A&M and TWC may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. For clarification, Texas A&M is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.
2. This Addendum is incorporated into the Agreement and 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.
3. The following language is added to the Agreement:

Prompt Pay. Texas A&M’s payment shall be made in accordance with Chapter 2251, *Texas Government Code* (“the Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

State Auditor’s Office. TWC 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*. 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.

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.

Loss of Funding. Performance by Texas A&M 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, Texas A&M will issue written notice to TWC and Texas A&M may terminate this Agreement without further duty or obligation hereunder. TWC acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to TWC for any damages that are caused or associated with such termination or cancellation.

Public Information. TWC acknowledges that Texas A&M 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 Texas A&M's written request, and at no cost to Texas A&M, TWC will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of Texas A&M in a non-proprietary format acceptable to Texas A&M that is accessible by the public. TWC acknowledges that Texas A&M 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*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and TWC agrees that this Agreement can be terminated if TWC knowingly or intentionally fails to comply with a requirement of that subchapter.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M 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 Texas A&M, who shall examine TWC's claim and any counterclaim and negotiate with TWC in an effort to resolve the claim. This provision and nothing in this Agreement waives Texas A&M's sovereign immunity to suit or liability, and Texas A&M has not waived its right to seek redress in the courts.

Export Controls. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. TWC certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

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 (margin) taxes or that TWC is exempt from the payment of franchise (margin) taxes.

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. Under Section 231.006, *Texas Family Code*, TWC certifies that it is not ineligible to receive the payments under this Agreement and

acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. TWC represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. TWC acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

TWC represents and warrants that TWC is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. TWC acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of A&M System. If this Agreement is terminated due to a false certification, TWC will immediately reimburse Texas A&M for all prepaid costs.

Prior Employment. TWC acknowledges that Section 2252.901, *Texas Government Code*, prohibits Texas A&M from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement. If TWC is an individual, by signing this Agreement, TWC represents and warrants that it is not a former or retired employee of Texas A&M that was employed by Texas A&M during the twelve (12) month period immediately prior to the effective date of the Agreement.

Conflict of Interest. TWC certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of Texas A&M or the A&M System, has a direct or indirect financial interest in TWC or in the transaction that is the subject of this Agreement.

Not Eligible for Rehire. TWC is responsible for ensuring that its employees involved in any work being performed for Texas A&M under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event Texas A&M becomes aware that TWC has a NEFR Employee involved in any work being performed under this Agreement, Texas A&M will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by Texas A&M.

Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each

Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by TWC's service to Texas A&M. Except as specifically required under the terms of this Agreement, TWC (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of Texas A&M or the A&M System. As an independent contractor, TWC is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. TWC and its employees shall observe and abide by all applicable Texas A&M policies, regulations, rules and procedures, including those applicable to conduct on its premises.

Non-Assignment. TWC shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

Representations & Warranties. 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 this Agreement, and the individual executing this Agreement on behalf of TWC has been duly authorized to act for and bind TWC.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Texas A&M 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:

Texas A&M:

Texas A&M University
MBA Program Office
4113 TAMU
College Station, TX 77843-4113
Attention: Pamela Allen
Telephone: (979) 862-6443
Email: PALLOCEN@MAYS.TAMU.ED

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamuedu

TWC:

The Washington Campus
1150 18 ST NW STE 400
Washington, DC 20036
Attention: Joe Franco
Telephone: 202-492-0063
Email: jfranco@washcampus.edu

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(b), *Texas Education Code*, mandatory venue for all legal proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Texas A&M to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Texas A&M'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"). Terms and conditions related to the Limitations will not be binding on Texas A&M except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of

Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity.

Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Survival. Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

ACCEPTED & AGREED:

TEXAS A&M UNIVERSITY

THE WASHINGTON CAMPUS

DocuSigned by:
Robert C. Bounds
8741E241C2F2401...
Signature

Signed by:
Joe Franco
39D614262DBB46E...
Signature

Robert C. Bounds
Name

Joe Franco
Name

Exec. Director, Procurement Services
Title

Vice President, Programs and Development
Title

May 27, 2025 | 11:26:15 AM CDT
Date

May 27, 2025 | 8:26:38 AM CDT
Date



PROGRAM AGREEMENT & DEPOSIT INVOICE

(PAGE 1 OF 3)

Texas A&M University
Strategically Managing Business, Public Affairs, and Public Policy
May 26-29, 2025

The Washington Campus, a 501(c)(3) not-for-profit organization, hereby confirms our agreement with the **Texas A&M University, Mays Business School**, to present an Executive MBA educational residency program in Washington, D.C., May 26 – May 29, 2025.

Executive MBA D.C. Residency Program

Educational Program Base Costs: **\$55,000.00**

This May 26 – May 29, 2025 EMBA education program is for up to 46 participants, and includes the organization and delivery of up to 12 educational sessions and off-site locations. The base cost covers senior program staff to perform program planning, organization and execution and a program coordinator (or coordinators if/when necessary) to assist in program planning, organization, and execution. The base also includes speaker honoraria and incidentals, the organization and production of program-related educational materials, and logistical support throughout the program.

Facilities, Equipment, IT/AV, Insurance: **\$8,000.00**

This includes the use of The Washington Campus classroom facilities, audio-visual equipment and computer equipment, Internet/wireless access, as well as use of office facilities and equipment as necessary, such as copiers, printers, office supplies, and insurance.

Transportation On-Program / Within Washington, D.C.: **\$4,500.00**

The Washington Campus staff will arrange for the group's transportation within Washington, D.C., to and from program locations, as necessary. Transportation to and from Washington D.C. and accommodations while in Washington, D.C., will be the responsibility of the sponsoring organization or individuals.

Evening Monument Tour (if desired): **\$ TBD**

The Washington Campus will arrange an evening Washington, D.C. monument tour, with staff assistance and a coach, driver, and guide, at a cost of \$2,000.00.

Per Person On-Site and Off-Site Meals, Snacks, Beverages, Venues: **\$ TBD**

The Campus staff will organize on-program on-site and off-site food, beverage, and venues (breakfasts, coffee breaks, snacks, lunches, and reception). The cost will be billed on a per person basis based on up to \$650 per person at 46 participants.

Additional Off-Site Venues, Visits, Activities, and Miscellaneous: **\$ TBD**



The Washington Campus

PROGRAM AGREEMENT AND DEPOSIT INVOICE

(PAGE 2 of 3)

Cancellation:

In the unlikely event that the Mays Business School cancels the program after this agreement is executed and fewer than 30 days in advance of the event, for reasons other than a force majeure event, The Washington Campus will retain the deposit (50% of the base cost), and submit an invoice for any contractual and non-refundable vendor costs incurred by The Washington Campus on behalf of said client resulting from such cancellation. This cancellation clause ensures that The Washington Campus may meet internal and external obligations entered into on behalf of the Mays Business School, Texas A&M University.

Payment Schedule:

A deposit of 50% of the base educational program cost (\$27,500 of the total \$55,000) is due upon receipt of the invoice. The balance and the total per person costs and other agreed costs will be billed upon completion of the program and is due upon receipt.

AGREED

THE WASHINGTON CAMPUS

MAYS BUSINESS SCHOOL
TEXAS A&M UNIVERSITY

Signed by:
Joe Franco
39D614262DBB48E...
Signature

May 27, 2025 | 8:26:38 AM CDT
Date

DocuSigned by:
Robert C. Bounds
6741E241C2F2401...
Signature

May 27, 2025 | 11:26:15 AM CDT
Date

Joe Franco
Vice President, Programs and Development
The Washington Campus

[Faint signature and text]

