ADDENDUM
By and Between
Olivier Mythodrama
&
Texas A&M University

This addendum ("Addendum") amends and supplements the Terms and Conditions ("Agreement") between Olivier Mythodrama ("OMA"), and Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU"). 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, Texas A&M University is entering into this Agreement as a member of The Texas A&M University System, an agency of the State of Texas.

2. In the first sentence, the following is added: "TAMU will pay or reimburse OMA for all actual costs for travel, lodging and meals reasonably incurred by OMA in accordance with the Texas Comptroller of Public Accounts' TexTravel website: https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php"

3. The sixth sentence is deleted in its entirety.

4. The twelfth sentence is deleted and replaced with the following: "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. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU shall be in Brazos County, Texas."

5. The following language is incorporated into the Agreement:

State Contracting Requirements:

Delinquent Child Support Obligations. 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 Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

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

Prohibited Bids and Agreements. Under Section 2155.004, Texas Government Code, OMA 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 Agreement may be terminated and payment withheld if this certification is inaccurate.

Public Information.
(a) OMA acknowledges that TAMU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU's written request, OMA 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 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.

(c) OMA acknowledges that TAMU may be required to post a copy of this fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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

State Auditor’s Office. OMA 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 51.0335(c), Texas Education Code. OMA agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. OMA will include this provision in all contracts with permitted subcontractors.

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. OMA must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this Agreement and is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practices and Remedies Code. OMA must submit written notice of a claim of breach of contract to the University Contracts Officer, TAMU.

Conflict of interest. By executing and/or accepting this Agreement, OMA and each person signing on behalf of OMA 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 TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Non-Waiver. OMA 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.

ACCEPTED & AGREED:

[Signature]

Texas A&M University

[Signature]

ROBERT C. BOUNDS
DIRECTOR, PROCUREMENT SERVICES

Name & Title

Date 10-23-2017
USA QUOTATION/CONTRACT

QUOTATION DATE: Wednesday 19th April 2017

SESSION DATES: Mon 8th Jan - 10th Jan 2018

ORGANISATION: Zachary Gump Texas A&M University

CLIENT NAME: Stu Sullivan

JOB TITLE: Director, Zachary Leadership Program

GMA VAT NO: PLEASE ADVISE IF REQUIRED

CLIENT ADDRESS: Engineering Auditorium Building A (EABA), room 102

ASSOCIATE: Richard Olivier

PROGRAMME DETAILS: 2 day Henry V: Transformational Leadership

SESSION TIME: TBC

NO. OF PARTICIPANTS: 30

FEES:

£16,000.00

FEE PAYABLE: £18,000.00

*EXCLUDES BUSINESS CLASS TRAVEL, OCTOPUS EXPENSES & HOTEL ACCOMMODATION - AS REQUIRED

I have read and agreed the Terms and Conditions and business rates available and confirm that I am registered to attend this contract. 

SIGNED: ROBERT C. BOUNDS

POSITION: DIRECTOR, PROCUREMENT SERVICES

DATE: 10.03.21

TERMS & CONDITIONS

1. The fee is payable 30 days after the course date, and includes all costs and charges.

2. The rate includes all reasonable expenses incurred. Charges will be made for any additional expenses incurred.

3. All fees are exclusive of VAT (if any). VAT is added to the fees.

4. The contract is subject to the terms and conditions of the contract. Any disputes will be resolved by the Contractual Terms and Conditions.

5. Any written cancellations must be made in writing and will incur a cancellation fee of 10% of the total fee.

6. This contract is subject to the terms and conditions of the contract. Any disputes will be resolved by the Contractual Terms and Conditions.

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12. The contract is subject to the terms and conditions of the contract. Any disputes will be resolved by the Contractual Terms and Conditions.

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