Presentation Agreement
by and between
Texas A&M University
Richard Kimbell

This Presentation Agreement ("Agreement"), when signed by all parties, shall constitute a contract by and between
Texas A&M University, on behalf of its Department of Teaching, Learning and Culture, a member of The Texas A&M
University System, an agency of the State of Texas ("TAMU"), and Richard Kimbell ("SPEAKER").

1. TAMU contracts the personal services of SPEAKER for the presentation as outlined herein:

A. Major Presentation Title: Design Thinking in Action
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 2 hours
   Location: TBD

   Presentation Title: Performance Assessment: validity, reliability, manageability
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 2 hours
   Location: TBD

   Presentation Title: Design Thinking and Portfolios: conversations in practice
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 45 minutes
   Location: TBD

   Presentation Title: Structuring Engineering Tasks for Enhanced Learning
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 45 minutes
   Location: TBD

   Presentation Title: Assessing Learners’ Performance in Design, Engineering and
   Technology
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 45 minutes
   Location: TBD

   Presentation Title: Assessment as a Positive Learning Process: Developing Students' 
   Connoisseurship
   Date: TBD 1/20/19 – 2/13/19
   Time: TBD 8:00 am – 5:00 pm
   Length: 45 minutes
   Location: TBD

B. Additional activities to be included in SPEAKER's schedule are as follows: Deliver lectures, 
workshops, meet with faculty and students and share expertise and research in teaching, learning 
and assessment.
2. A. TAMU agrees to pay SPEAKER Fifteen thousand Dollars ($15,000) for the rendition of services called for herein: Give presentations and workshops about learning and assessment, meet with faculty and students and share expertise and research in teaching, learning and assessment. (description of services)

Payment is to be made by TAMU wire transfer within two (2) weeks following the presentation. This amount represents the total sum payable by TAMU for services hereunder and any other expenses incidental to the presentation will be the sole responsibility of SPEAKER, unless otherwise specified in this Agreement. For reimbursable incidental expenses specified in this Agreement, original invoices or receipts will be required from SPEAKER to initiate payment.

SPEAKER hereby certifies that no alcoholic beverages will be reflected in meal/beverage receipts for expenses to be reimbursed relative to this Agreement.

B. TAMU also agrees to provide: access to the internet and library.

C. Additional terms and conditions: ________________________________ (optional)

D. Make check payable to: Richard Kimbell

E. It is understood and agreed that SPEAKER will obtain the approval of TAMU prior to participating in any presentations, activities, or meetings with organizations or groups other than those described herein during the time period covered by this Agreement.

3. SPEAKER 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 TAMU is the responsibility of SPEAKER. SPEAKER shall indemnify, hold harmless, and defend TAMU, its officers or employees, from and against any and all claims or suits that may be made or brought against SPEAKER 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 Agreement.

4. FORCE MAJEURE: This Agreement may be rescinded if any accidents, illness, epidemics, acts of God, or any event beyond the reasonable control of either party makes it impossible for either party to fulfill the terms of this Agreement. In the event that the presentation of SPEAKER/TAMU should be cancelled for any of these reasons, all parties will be relieved of all responsibilities pursuant to this Agreement and this Agreement will be of no further force or effect. Should such cancellation become necessary, initial notification by the canceling party will be by telephone to staff representative, Robin Alderete (telephone: (979) 845-8383) followed immediately by an email copy (email:ralderete@tamu.edu) of the circumstances resulting in the cancellation, with original documentation of circumstances provided to the non-canceling party within forty-eight (48) hours of the initial notice of cancellation.

5. If a breach by SPEAKER of any provision of this Agreement, for any reason other than a force majeure as set out in Item #4 above, results in the agreed presentation not occurring, SPEAKER agrees to reimburse TAMU 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 presentation date.

6. SPEAKER understands that possession and/or consumption of intoxicating beverages in undesignated areas or other illegal substances on the campus of TAMU is forbidden. If consumption of intoxicating beverages, narcotics, or other illegal substances renders SPEAKER incapable of fulfilling the terms and conditions outlined in this Agreement, TAMU may cancel this Agreement without liability on the part of TAMU.
7. SPEAKER agrees to provide TAMU'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 presentation. The staff representative for this event is Robin Aldrete, who may be reached at (979) 845-8383.

8. SPEAKER 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. TAMU 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 TAMU representatives and settlement will occur immediately after inventory check out is finished. TAMU representatives will not sell merchandise.

9. SPEAKER grants TAMU permission to use the name and photo of SPEAKER in all event promotions.

10. 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.

11. SPEAKER hereby grants permission for TAMU to tape record and/or videotape the presentation for non-commercial purposes. The tape(s) will remain the property of TAMU.

12. It is understood and agreed that SPEAKER will not solicit funds or contributions either directly or through sale of materials during this contracted period and that no literature of any kind will be distributed unless prior permission is obtained from TAMU.

13. SPEAKER 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. Upon TAMU's written request, SPEAKER 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. SPEAKER acknowledges that TAMU 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.

14. By executing and/or accepting this Agreement, SPEAKER and each person signing on behalf of SPEAKER certifies, and in the case of a sole proprietorship 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 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.

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. TAMU 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. TAMU, as an administrative entity of the Texas state government, is tax exempt.

18. SPEAKER acknowledges that, because TAMU is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU 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
19. As an administrative entity of the State of Texas, TAMU is not authorized to indemnify any party with which TAMU contracts.

20. SPEAKER shall hold harmless TAMU, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of SPEAKER or its employees, agents, or representatives.

21. Whereas the State of Texas is a "Right to Work" state and TAMU is an administrative entity of the state acting under color of state law, TAMU cannot require union membership as a prerequisite for employment.

22. In signing this Agreement, TAMU does so as presenter of the presentation and not as employer, producer, or operator.

23. TAMU will not be liable to SPEAKER for any damage to or loss of property while in transit to or from the presentation nor during the presentation except as may result from negligent acts of employees or authorized representatives of TAMU. Any such claim shall be limited as determined by State of Texas statutes.

24. SPEAKER must notify TAMU of any and all "Sponsors" or "Underwriters" or any entity other than SPEAKER who is receiving promotional consideration from SPEAKER. TAMU reserves the right to limit any promotional/sponsor activities which do not meet the requirements of artistic/technical quality, or do not contribute to TAMU'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 TAMU and SPEAKER to attempt to resolve any claim for breach of contract made by SPEAKER that cannot be resolved in the ordinary course of business. SPEAKER shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine SPEAKER's claim and any counterclaim and negotiate with SPEAKER in an effort to resolve the claim.

26. 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.

27. Pursuant to Section 2252.903, Texas Government Code, SPEAKER agrees that any payments owing to SPEAKER under this Agreement may be applied directly toward certain debts or delinquencies that SPEAKER 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.

28. If SPEAKER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then SPEAKER 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.

29. SPEAKER 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. SPEAKER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. SPEAKER will include this provision in all contracts with permitted subcontractors.

30. SPEAKER 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.

31. SPEAKER acknowledges that TAMU may request a consultant to perform a criminal background check on any employee and/or representative of SPEAKER who conducts business pursuant to this Agreement on the campus of TAMU.

32. Pursuant to Chapter 2270, Texas Government Code, SPEAKER certifies SPEAKER (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of this Agreement. SPEAKER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

33. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, SPEAKER certifies SPEAKER is not engaged in business with Iran, Sudan, or a foreign terrorist organization. SPEAKER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

34. This Agreement contains the entire understanding of the parties and shall be amended or modified only in writing by SPEAKER and TAMU. It is performable in Brazos County, Texas, and shall be construed, interpreted, and governed pursuant to the laws of the State of Texas.

Signatories to this Agreement agree that they are duly authorized representatives of the parties to this Agreement.

ACCEPTED AND AGREED:

FOR: TEXAS A&M UNIVERSITY

FOR: Richard Kimbell
     1 Burrows Cross
     Guildford
     Surrey, GU5 9OF
     UK
     Telephone: 44(0)1483 202446

BY: Signature

NAME: Robert C. Bounds
TITLE: Director, Procurement Services
DATE: 25 JAN 2013

FEIN: 

BY: Signature

NAME: Richard Kimbell
TITLE: Director, Procurement Services
DATE: 25 JAN 2013

Page 5 of 5