SERVICES AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
AND
JEFFREY GRIECO

This Services Agreement ("Agreement") between Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas, through the Bush School of Government and Public Service ("Texas A&M") and Jeffrey Griece ("Provider") is made and entered into as of June 19, 2017 ("Effective Date").

Texas A&M and Provider hereby agree as follows:

1. SCOPE OF WORK

   A. Provider shall provide support for the Scowcroft Institute 3rd Annual Global Pandemic Policy Summit, Black Swans of Pandemic Disease Washington Briefing at the National Press Club and other associated program support requested by the Scowcroft Institute.

   B. The scope of the work ("Work") and the time for performance thereof, is as set forth in Appendix "A" attached hereto and made a part hereof for all purposes.

   C. Upon execution of this Agreement, all services previously performed by Provider on behalf of Texas A&M and included in the description of the Work, shall become part of the Work and shall be subject to the terms and conditions hereof.

2. TIME FOR COMMENCEMENT AND COMPLETION

   It is understood that time is of the essence in this Agreement and that Provider shall complete all authorized Work in accordance with the time for performance described for the Work, and in a minimum of time consistent with the highest customs, standards, and practices of Provider's business or profession. Work is to commence based on dates coordinated with Texas A&M during the period of June 1, 2017 through May 31, 2018. This Agreement may be extended only by written agreement executed by both parties.

3. PAYMENT TERMS

   A. For the satisfactory performance of the Work, Texas A&M shall pay Provider an amount not to exceed Six Thousand Dollars ($6,000.00) per month, equating to Seventy Two Thousand Dollars ($72,000.00) annually. Breakdown of payment is described in Appendix "A". Texas A&M reserves the right to increase the monthly Work as necessary but such increases will be agreed to in writing in advance by Texas A&M and Provider.

   B. Payments of the amount due to Provider will be provided by Texas A&M upon receipt of an invoice which details the date of service, description of work performed, billing rate as set forth in Appendix A, and provides supporting documentation for reimbursable expenses relating to Work requested by Texas A&M, if any. The invoice must be signed by the Provider and submitted to Texas A&M at the address specified in Section 9.G below. Payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines.

4. DEFAULT AND TERMINATION

   A. In the event of substantial failure by a party hereunder to perform in accordance with the terms hereof, the other party may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the
failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the terminating party.

B. Texas A&M may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider. Upon termination pursuant to this paragraph, Provider shall be entitled to payment of such amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided Provider shall have delivered to Texas A&M a final report describing the work completed to the date of termination. Texas A&M shall not be required to reimburse Provider for any services performed or expenses incurred after the date of termination notice.

5. UNIVERSITY FACILITIES

Texas A&M will provide Provider with office space, as needed, to carry out Provider’s duties under this Agreement. Any non-consumable items provided by Texas A&M will remain Texas A&M property at the termination of this Agreement unless otherwise agreed in writing. Provider and its employees will be permitted access to and use of the allocated office space, but Texas A&M reserves the right to enter the premises to conduct Texas A&M business, as may be reasonably necessary or for health and safety purposes.

6. PUBLIC INFORMATION

A. Provider 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.

B. Upon Texas A&M’s written request, Provider 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 Texas A&M in a non-proprietary format acceptable to Texas A&M. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M has a right of access.

C. Provider 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.

7. 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 Texas A&M and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider 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 Provider’s claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

8. CONFLICT OF INTEREST

By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider 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 Texas A&M 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.
9. MISCELLANEOUS

A. Provider agrees to indemnify and hold harmless Texas A&M from any claim, damage, liability, expense or loss arising out of Provider’s negligent or intentional acts or omissions in performance under this Agreement.

B. Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of Texas A&M.

C. Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of Texas A&M. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of Texas A&M relative to conduct on its premises.

D. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.

E. 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 Texas A&M shall be in the county in which the primary office of the chief executive officer of Texas A&M is located.

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

G. 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 reasonably means and will be effective when actually received. Texas A&M and Provider 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
Bush School of Government and Public Service
4220 TAMU
College Station, TX 77843-4220
ATTN: Joe Dillard
Telephone: (979) 862-4623
Fax: (979) 862-7953
Email: jbdillard@tamu.edu

Provider:
Jeffrey Griece
9910 Hessick Court
Great Falls, VA 22066
Telephone: (703) 966-7154
Email: jeffreygriece@aol.com
H. Texas A&M may request a provider to perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of Texas A&M.

I. 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.

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

K. Provider expressly acknowledges that Texas A&M is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by Texas A&M of its right to claim such exemptions, privileges, and immunities as may be provided by law.

L. 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 Provider and Texas A&M may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that appropriation of funds is beyond the control of Texas A&M.

M. 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.

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

O. Provider acknowledges and understands that Section 2252.901, Texas Government Code, prohibits Texas A&M from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Provider is an individual, by signing this Agreement, Provider certifies that Section 2252.901, Texas Government Code, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

P. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M UNIVERSITY

Signature
Robert C. Bounds
Name
Director, Procurement Services
Title
Date

10.26.2017

JEFFREY GRIECO

Signature
Name
Title
Date
IN WITNESS WHEREOF, the parties have signed this Agreement on the date indicated below their signatures.

**TEXAS A&M UNIVERSITY**

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**JEFFREY GRIECO**

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APPENDIX A
Scope of Work

- Jeffrey Grieco will be working for the Scowcroft Institute for International Affairs in the Bush School of Government and Public Service at Texas A&M University under a service agreement where he will provide strategic planning, strategic communications, event planning and implementation and government relations counsel for the implementation of the Scowcroft Institute's "3rd Annual Global Pandemic Policy Summit" from October 16-17, 2017 to be held in College Station, Texas.

- 2017 SUMMIT BACKDROP: The current public policy backdrop for the 3rd Annual Global Pandemic Policy Summit (Summit) is an important one. The spread of a major pandemic disease is inevitable and will occur without warning. Public health professionals are working hard to make the world safe from biological threats whether from emerging and re-emerging infectious diseases, accidental release or terrorist attacks. Despite their commitment and dedication, the international community is not prepared to prevent or respond effectively to the next pandemic. Global health security leadership is at a crossroads with a choice to make: Do we remain vulnerable as a nation, or do we give pandemic prevention and preparedness the priority attention it demands?

- JEFFREY GRIECO PRIOR PRO BONO ASSISTANCE: Mr. Grieco's provided prior pro bono professional advice and event management support to Texas A&M in execution of the major "National Press Club" event held on February 15, 2017, in Washington, D.C. entitled "Black Swans of Pandemic Disease" in which Texas A&M was a key sponsor with an opening keynote by NIAID (NIH) Director, Dr. Anthony Fauci. Based on this proven work product, Texas A&M requested him to help plan and support implementation of the 2017 Summit in College Station as a paid contract vendor. In addition, Mr. Grieco attended the 2016 Summit as a guest of one of the attending organizations.

- 2017 SUMMIT GOAL: The 2017 Summit Goal is to further engage in high level thought leadership discussions and national security decision simulations involving senior U.S. Government and host nation officials, private sector organizations, academic and research organizations, implementing partners and multilateral and bilateral leaders involved in global health security and pandemic disease response. Texas A&M seeks to identify gaps and challenges and offer definitive, sustainable solutions that will be included in a post-Summit Report that is actionable for policy makers (Administration and Congress) and pandemic response partners in the U.S. and globally.

- 2017 SUMMIT OBJECTIVES: In addition, the 2017 Summit objectives are to: a) Identify key pandemic disease response challenges and solutions and make recommendations to overcome barriers to progress; and b) With the first year of a new Administration in the United States, and a new Director General for the WHO being recently elected, it is also urgent to focus on U.S. national health security in order to help U.S. leadership and stakeholders with effectively addressing global health security challenges.

- JEFFREY GRIECO VENDOR SERVICES: With this Summit Goal and Objectives in mind, Mr. Grieco will assist Texas A&M by undertaking the following strategic activities under the Agreement. In this role he will serve as senior advisor to Texas A&M and can refer to his role as needed as "Conference Chairman," as he did for the Texas A&M "Black Swans of Pandemic Disease Event" held at the National Press Club in Washington, D.C. in February 2017. His services for the Summit would include:
  
  - Strategic Planning:
    - Working with Scowcroft Institute Director Andrew Natsios and Dr. Gerald Parker in undertaking a thorough review of the 2016 Summit
and making strategic recommendations for improvements to the 2017 Summit program (Done);

- Developing key themes that can be used strategically in planning for 2017 Summit but linking that summit to the prior two summits and to the February, 2017 National Press Club event;
- Identifying the type of mission critical keynote speakers and panelists for use at the Summit, especially those who support or add program value to the agreed plan;
- Offering a draft 2017 Summit event plan with new options for consideration such as program simulations and flash presentations;

- **Strategic Communications:**
  - When requested, will provide drafts or edits to:
    - event publications;
    - public or attendee event notifications;
    - event speeches;
    - press releases or media advisories;
    - speaker, attendee or organization invitations;
    - conference promotional materials;
    - conference agendas;
    - VIP speaker invites and invite updates, etc.....;
    - Post-event surveys and final conference report;
  - In charge of editing and approving the Summit VIP speaker and attendee information kits which will include:
    - Conference agenda;
    - Hotel information sheet;
    - Transportation information sheet;
    - Speaker biographies;
    - Simulation Materials;
    - Etc....
  - Helping to target media/journalists/bloggers with an interest in pandemic disease and health security;
  - Seeking interviews with targeted medical, health and other appropriate publications;
  - Seeking to place Natsios-Parker op-eds in run-up to or after the Summit with targeted publications;
  - Managing any conference video-taping and video interviews for use in post-conference communications or other activities;

- **Event Planning and Implementation:**
  - Offering a draft 2017 Summit event plan with new options for consideration such as program simulations (done);
  - Offering edits and recommendations for any final event planning documents;
  - Providing help with the design, development and implementation of various program simulations to be utilized at the event as a learning and evaluation tool;
  - Provide on-site event planning and management with implementation of the Summit;
  - Helping with the design and implementation of various components of the Summit program such as the simulations exercise and other activities;
  - Work to help implement a February 2018 Pandemic Response Event at the National Press Club as a second annual event promoting the results of the 2017 Summit and final conference report.

- **VIP Speaker Invitation Management:**
• Assisting with drafting, sending and tracking VIP speaker invitations;
• Calling and undertaking VIP speaker negotiations; Maintaining an updated call sheet for all targeted speakers (VIP and Panelists).
• **Attendee and/or Organizational Sponsor Management:**
  • Assisting with reviewing and tracking attendee and organizational sponsor management;
  • Calling and undertaking organizational sponsorship management;
  • Reviewing Texas A&M updated invite sheet for all attendees and organizations;

  **U.S. Government Relations including Policy and Appropriations Input and Evaluation:**
  • *Will liaise with key parts of the U.S. Government* with respect to obtaining their support of the Summit and seeking their attendance or sponsorship thereof including:
    • USAID, HHS, White House, NSC, State Dept, Defense Dept., CDC and other organizations;
  • *Will liaise with key parts of the multilateral community* with respect to obtaining their support of the Summit and seeking their attendance or sponsorship thereof including:
    • WHO, UN, UN OCHA, UN HCR, UNDP, etc...
  • Will liaise with key parts of the international humanitarian community with respect to obtaining their support of the Summit and seeking their attendance or sponsorship thereof including:
    • InterAction, SID-W, US Global Health Council, BIO, INGOs
  • Will liaise with key parts of the Bilateral Donor, Host Country or Developing Country community with respect to obtaining their support of the Summit and seeking their attendance or sponsorship thereof including:
    • DFID, JICA, Liberia, Sierra Leone, Guinea, etc.....
  • Provide Texas A&M with semi-regular reporting and evaluation of various Washington, D.C., policy and appropriations actions or activities concerning pandemics and health security. This is especially important for understanding the budget and policy implications of pandemic response and health security recommendations developed at the Summit.
  • With a polarized and fractured public policy audience including Congress, Administration and various stakeholders involved in these issues, the Summit will utilize Mr. Grieco for understanding some of the current policy trends and what is "actionable" in terms of U.S Government support.

• **Vendor Contract Structure:**
  • Mr. Grieco will bill on an hourly basis at the rate of $150 per hour with a maximum monthly rate not to exceed $6,000 unless approved in writing by Director Natsios or Dr. Parker.
  • Mr. Grieco will provide a monthly client service report by the seventh of each month. This client service report will detail the previous monthly service hours in the form of a detailed timesheet detailing his customer service hours and the work completed and a separate invoice for processing monthly payments.
  • In addition, Mr. Grieco will also provide by the seventh of each month, a monthly client expense report to summarize all out-of-pocket expenses from the
previous month in support of this Agreement. All expenses will be detailed on an expense report with accompanying copies of all receipts. A separate client expense invoice will also be provided for easier payment processing each month.