



**University of North Texas Health Science Center on behalf of its
DEPARTMENT OF PHYSIOLOGY AND ANATOMY
AND
PROFESSIONAL DEVELOPMENT INSTITUTE @
UNIVERSITY OF NORTH TEXAS**

LETTER OF AGREEMENT

This document represents the agreement between the University of North Texas Health Science Center on behalf of its DEPARTMENT OF PHYSIOLOGY AND ANATOMY (Client) and the PROFESSIONAL DEVELOPMENT INSTITUTE (PDI). By signature of this document, PDI agrees to provide to Client the following program:

What: Leadership Development Program including pre-DiSC Workshop, DiSC workforce styles Workshop and High Performance Teams Workshop
Where: UNT Health Science Center
When: Workshop 1: March 25 Workshop 2: April 22 Workshop 3: May 27

FEES AND EXPENSES

Program & Assessment Fees

Program Fees for the 3-session leadership development program are \$15,000, plus \$100 per DiSC Assessment (estimate of 26 faculty and chairs for a total of \$2600) for a total of \$17,600.

Travel Expenses

No travel expenses will be expensed to the client by PDI.

Food and Catering

PDI will be not responsible for event meals and beverages.

Payment Types and Fees

Program fees will be billed and invoiced 1/3 of the total in March of 2020 and 1/3 of the total in April of 2020 and 1/3 of the total after final workshop in May of 2020. Payment is due within 30 days of invoice date. PDI will accept payment by check or wire transfer (please contact PDI for wiring instructions).

ADMINISTRATIVE RESPONSIBILITIES OF CLIENT:

Coordinate completion of DiSC assessment tool (provided by PDI to Client) by each participant.
Coordinate room locations for each event and provide necessary catering.

ADMINISTRATIVE RESPONSIBILITIES OF PDI:

Complete pre-workshop scoping discussions to better understand the current landscape & needs
Provide qualified instructors
Provide course materials for each participant
Coordinate with Client facilities for use of audiovisual equipment
Provide certificates of completion to participants
Provide evaluations and an evaluation summary for each program

CANCELLATION / RESCHEDULING POLICIES

If Client cancels within 30 days and the program is not rescheduled, a penalty of 50% of the Training Fee will be assessed.

If Client cancels within 30 days and program is rescheduled within 90 days, the Client will be responsible for direct expenses incurred, such as, but not limited to DiSC assessment tools kits, shipping charges, etc. If the program is cancelled a second time within 30 days, then a penalty of 50% of the Training Fee plus non-refundable travel expenses will be assessed, regardless of whether the program is rescheduled or not.

Within 10 business days of cancellation or postponement of any program, PDI, the Instructor and the Client must agree on such new dates or the program shall be deemed canceled and the penalties indicated under "Cancellation Policies" in this agreement shall be invoked.

CONFIDENTIALITY

By signature of this agreement, PDI hereby agrees that all information provided to PDI by Client and to Client by PDI shall be considered and kept confidential. Under no circumstances can any of this information, including course materials, be distributed to any party other than PDI and Client and only then for the express and sole purpose of the conducting of a program.

RECORDING OF THE PROGRAM

The program cannot be videotaped, audio taped or recorded in any other fashion by the client.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by the laws of the United States of America and the State of Texas. All PDI materials are covered under International Copyright Law. In the event of a conflict between International and United States law, then United States law shall prevail.

FORCE MAJEURE

Should events beyond the control of either party (such as but not limited to war, terrorism, illness, transportation mishaps, Acts of God, etc.) prevent the instructor from being able to present the

course at the designated time and place, Client agrees to reschedule program at the earliest practical date.

SEVERABILITY

If any portion of this agreement is deemed unenforceable or illegal then the remainder of the agreement shall remain in full force.

COPYRIGHT

All material provided to Client under this Agreement is copyrighted under the laws of the United States of America and under international law by the respective Authors and by PDI and may not be duplicated without the express written permission of both PDI and the respective Author, except for the purpose of conducting the program specified in this Agreement on the dates specified in this agreement.

WARRANTY AND LIABILITY

PDI warrants that its instructor will deliver programs substantially as indicated. PDI makes no other warranty, either implied or express. PDI shall not be held liable for any consequential damages due to any information or interpretation of such information provided in any of PDI programs. Under no circumstances shall PDI's liability exceed the training fee in this agreement.

INSTRUCTOR SUBSTITUTION

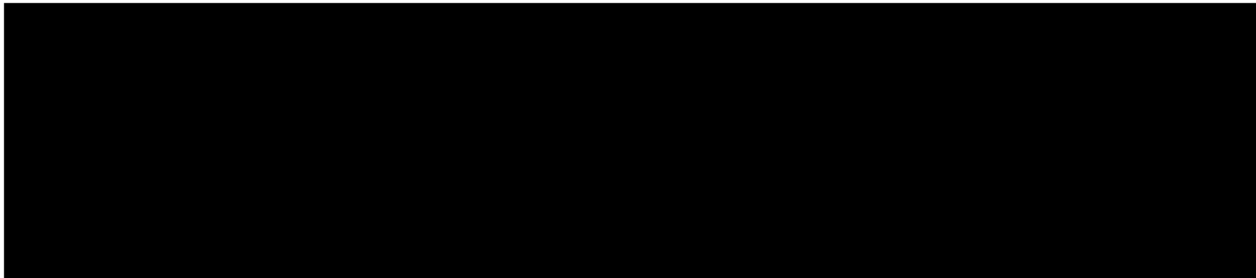
PDI reserves the right to provide a qualified substitute instructor in the event that the scheduled instructor is unable or unwilling to deliver the program as scheduled.

NOTICE

If you agree to the terms of this agreement, please sign and email a copy of this agreement to me at [REDACTED] or you can fax it to PDI at 940.565.3362. Or, you can mail it to me at:

Professional Development Institute
ATTN: Tami Russell
1155 Union Circle #305101
Denton TX 76203

SEE ATTACHED UNT HEALTH SCIENCE CENTER ADDENDUM FOR ADDITIONAL TERMS AND CONDITIONS



HSC Contract # 2020-0390

STANDARD ADDENDUM TO AGREEMENT

Contracts with the **University of North Texas Health Science Center at Fort Worth** (“University”) are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. Payment will be made in accordance with the terms of University’s purchase order. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Government Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims against University. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Vendor to attempt to resolve any claim for breach of contract against University that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part, in the State of Texas, and venue for any suit filed against University shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, University’s continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, University shall issue written

notice to Vendor that University may terminate the Agreement without further duty or obligation.

Travel Expenses. In the event the Agreement required University to reimburse Vendor for travel expenses, then reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that University is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Insurance. University, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by University shall, without further requirement, satisfy all general liability insurance obligations of University under the Agreement.

HIPAA. The parties understand and agree that this Agreement may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this Agreement and to negotiate in good faith to execute any amendment to this Agreement that is required for the terms of this Agreement to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph

within thirty (30) days of the date the amendment request is delivered by a party to the other, this Agreement may be terminated by either party upon written notice to the other party.

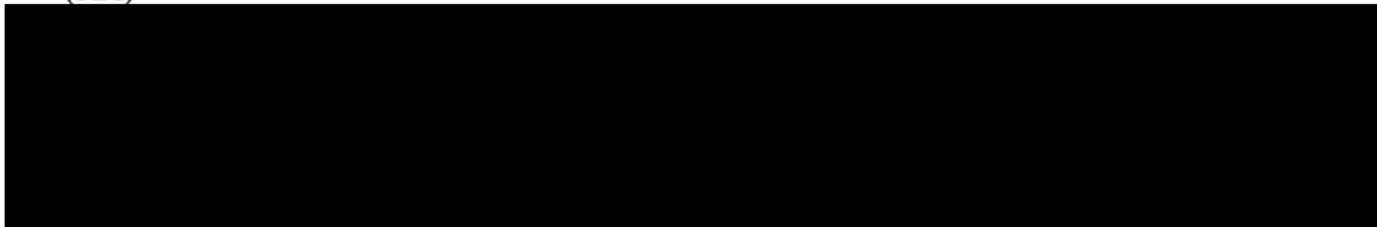
Debarment. Vendor certifies that neither it nor any of its Principals (officers, directors, owners, partners, key employees, principal investigators, researchers or management or supervisory personnel) is presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in this transaction or in any federal grant, benefit, contract or program (including but not limited to Medicare and Medicaid and Federal Health Care Programs) by any Federal department or agency. (See Executive Orders 12549 and 12689, 45 CFR part 76, 48 CFR part 9; 42 USC sect. 1320a-7). Vendor shall notify University within three (3) days of its receipt of an initial sanction notice, notice of proposed sanction or of the commencement of a formal investigation, or the filing of any charges by any governmental regulatory or law enforcement agency that effects this certification.

Israel Non-Boycott Verification. Pursuant to Texas Gov't Code Section 2270.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. University is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on University property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on University to the extent permitted by the Constitution and the laws of the State of Texas.

VENDOR: Professional Development Institute (PDI)

**UNIVERSITY OF NORTH TEXAS
HEALTH SCIENCE CENTER AT FORT WORTH**



Date: 2/4/2020

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HSC Contract # 2020-0390
PO # 155375

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.