



Date: 07.03.19 | Contract #: K4504

Client Contract

Addendum attached hereto and incorporated herein for all purposes.

SPEAKER: Alan Mulally

FEES: \$151,000.00 USD

EXPENSES: Client is responsible for expenses for two to include hotel (one bedroom suite), meals and reasonable incidentals (airfare and ground transportation are included in fee).

CLIENT: **University of North Texas**
David Broughton, Executive Director Strategic Fundraising Initiatives
UNT Kuehne Speaker Series
UNT Division of Advancement
1155 Union Circle #311250
Denton, TX 76203
P: 940.367.0995 E: [REDACTED]@unt.edu

EVENT NAME: Kuehne Speaker Series

APPEARANCE DATE: Tuesday, October 15, 2019 and Wednesday, October 16, 2019

LOCATION: Dallas, TX

SPEECH TITLE/TOPIC: Strategic and Operational Leadership and Working Together speech or Moderated Conversation with UNT designee

TIMETABLE: Alan Mulally to participate to participate in the following

Tuesday, October 15, 2019
6:30PM – 8:30PM Alan Mulally will attend a welcome reception/party at the home of our Presenting Sponsor, Brint and Amanda Ryan. The guests of this reception are composed of our series Lifetime Members, higher level sponsors, and special guests composed of high profile individuals who are prospective donors.

Wednesday, October 16, 2019
10:00AM - 10:30AM AV Check
10:30AM - 11:00AM Moderator Briefing Mr. Ryan & Alan Mulally
11:00AM - 12:00PM Formal Photo Opportunity (75 attendees). Client to provide professional photographer.
12:00PM - 12:15PM Lunch begins (Allan Mulally seated at head table).
12:15PM - 12:20PM Introduction of Alan Mulally.
12:20PM - 1:20PM Alan Mulally's remarks (60 min) or Moderated conversation. Format to be determined by August 15, 2019.
1:30PM Event Concludes. Alan Mulally is free to depart.

As a public institution, the Client is subject to FOIA (Freedom of Information Act). The Client must respond to a FOIA request by releasing any contractual document issued to, through or on behalf of the Client. As a result, while it is unlikely to occur, the Client may not be able to comply with certain confidentiality obligations and



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WSB may not learn of the disclosure until after it has occurred. WSB agrees to notify the Speaker in the event it learns of any such disclosure by the Client.

NOTE: NO CHANGES ARE PERMITTED TO THE TIMETABLE UNLESS REQUESTED IN WRITING IN ADVANCE OF THE EVENT AND APPROVED BY THE SPEAKER

CONTRACT REQUIREMENTS

ADDITIONAL REQUIREMENTS: IMPORTANT NOTE: THE SPEAKER'S PARTICIPATION IN THIS EVENT MAY NOT BE PUBLICIZED UNTIL YOU RECEIVE A FULLY EXECUTED COPY OF THIS CONTRACT FROM WSB AND THE DEPOSIT HAS BEEN RECEIVED.

All advertisements and publicity (including social media) shall be submitted in English whether for print, broadcast, on-line or otherwise, shall be subject to the immediate review and written approval by the Washington Speakers Bureau. Client to send detailed background information about this event to the Washington Speakers Bureau.

MEDIA: Local media may attend this event and record the first three minutes of remarks for b-roll only (video/no audio). No other recordings by the media are permitted. If media requests come in, they will be coordinated ahead of time with WSB and approved by WSB if media interviews are accepted.

RECORDING INSTRUCTIONS: This event will not be recorded for any purpose.

TECHNICAL REQUIREMENTS: Client to provide a wireless lavalier microphone with no lectern as he likes to walk about the stage.

BACKGROUND

ABOUT THE ORGANIZATION: Established in 1890, UNT is one of the nation's largest public universities and the largest, most comprehensive in the Dallas-Fort Worth area, UNT is dedicated to providing an excellent educational experience to its 38,000 students while powering the North Texas region, state and nation through innovative education and research. A student-focused public research university with an emphasis on sustainability, UNT graduated 8,200 students last year from its 12 colleges and schools and offers 100 bachelor's, 83 master's and 37 doctoral degree programs, many nationally and internationally recognized.

WEBSITE: www.kuehneseries.unt.edu





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ABOUT THE EVENT:

The UNT Kuehne Speaker Series was established in 2013 to provide a forum to engage in conversation about topics of national and global relevance. Established in 1890, UNT is one of the nation's largest public research universities with 38,000 students. The series was established thanks to generous support from UNT alumnus Ernie Kuehne ('66), an attorney and president and board chairman of Kuehne Oil Co. This series is now in its 6th season.

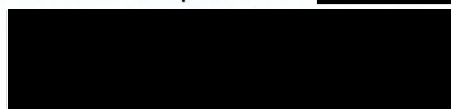
The UNT Kuehne Speaker Series has now become a Scholarship Funding Series for the University. In addition to excess revenue over expenses, we have raised or secured commitments for our "Lifetime Member Fund" in excess of \$2.0 million and we will continue our efforts in this endeavor until we have double that amount in our Fund/Endowment. The earnings from this endowment will be our annual scholarship fund dollars awarded to deserving students.

AUDIENCE PROFILE:

Approximately 700-800 attendees which are limited to our sponsors, lifetime members, and their invited guests along with some University Faculty and students that voluntarily attend or are invited to attend.

VENUE:

Welcome Reception at the [REDACTED]



Hilton Anatole Dallas
2201 N. Stemmons Freeway
Dallas, TX 75207
phone: 214.748.1200

HOTEL:

Hilton Anatole Dallas
2201 N. Stemmons Freeway
Dallas, TX 75207
phone: 214.748.1200

SPEAKER'S ATTIRE:

Business Attire with Kelly green tie, UNT will provide Kelly green tie if needed

AUDIENCE'S ATTIRE:

Business Attire

PREVIOUS SPEAKERS:

Jerry Jones, Alan Dershowitz, Melissa Francis, Donald Trump, Jr. Charles Gasparino, Mayor Rudy Giuliani, T. Boone Pickens, Richard Fisher, Andrea Tantaros, Gen. Alexander, Robert Kaplan, Gen. Hayden, Adm Stavridis.

SPONSORS:

All event sponsors MUST be approved, IN ADVANCE, by the speaker and Washington Speakers Bureau.

Our Chairman and Presenting Sponsor, [REDACTED] of Ryan LLC.
Complete list of sponsors and names of Lifetime Members on our series website,
www.kuehneseries.unt.edu



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CONTACT INFORMATION

PRE-EVENT CONTACT:

[REDACTED]

P: 940.565.3480 | C: 580.504.1326 | E: [REDACTED]@unt.edu

ONSITE CONTACT:

[REDACTED]

P: 940.367.0995 | E: [REDACTED]@unt.edu

PAYMENT

Return signed contract due by July 12, 2019.

\$76,000.00 will be due 21 Days from the date the contract is executed by WSB.

\$75,000.00 will be due on October 1, 2019

Make Checks payable to: Washington Speakers Bureau (FID # [REDACTED])

Accepted by the Washington Speakers Bureau:

[REDACTED]

7/15/19

Date

Office Phone: 703.879.9331

Cell Phone: [REDACTED]

Accepted By University of North Texas:

[REDACTED]

7/11/2019

Date

Title

By signing this document, you agree to the terms and conditions referenced on our website, located at Client Terms*

Client Initial

[REDACTED]

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") 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. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. 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. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

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 Gov't 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. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't 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 the parties to attempt to resolve any claim for breach of contract against UNT 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 Denton County, Texas, and venue for any suit filed against UNT 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, UNT'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, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

~~Travel Expenses. 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.~~

Insurance. UNT, 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 UNT shall, without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT 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 UNT in an electronic format.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't 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.

Israel Non-Boycott Verification. If the Agreement is subject 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. UNT 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 UNT 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 not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: WSB UNIVERSITY OF NORTH TEXAS

By:

Name:

Title:

Date: 7/15/19

Date:

7/11/2019

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.