



# UNT SYSTEM™

## Office of Finance



---

### CONTRACT SUMMARY

**Contract Name:** Shorts Travel 243429

**Contract Number:** 2021-528

**Entity:** University of North Texas

**Department:** Athletics

**Dollar Value of Purchase:** 19,500.00

**Total Cumulative Value:** 38,000.00 USD

**Summary of Purchase:** Amendment # 1- Annual Travel Management Services Renewal Fee for FY 2022-2023

### ENDORSEMENTS:

**Office of General Counsel:** Step Skipped

**UNT System Chief Procurement Officer:** Step Skipped

**Campus Chief Financial Officer:** Step Skipped

**UNT System Chief Financial Officer:** Step Skipped



August 2021

**TCM Contract # 20**

**AGRE**

This Agreement  
June 1, 2021  
Travel

Management  
City of No

ment") dated  
) and Short's

RECITA

WHERE

reement

ent.

WHERE  
the Ag

the sam

uch terms in

WHERE

tember

THEREF  
as follo

which is h

parties agree

**The Co**

LOA -

The ter

r two (2

IN WIT  
AMEN

MASTER

EEMENT

			nt, Inc.
<b>Signe</b>		<b>Signatu</b>	
<b>Name</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title: C</b>	
<b>Date:</b>		<b>Date:</b>	





### North Texas Athletics

#### TERMS OF AGREEMENT

#### Annual Management Fee

Annual Management Fee (1) of \$1,000 per year for the first three (3) years of the contract. Contractual fee shall be by written agreement of each party. Allotment of each year shall be re-negotiated for anticipated future needs. Management fee includes air, car & hotel tickets and other charges within the scope of the program listed below.

Services	Fee
Program Management	
Individual Travel	International
Group Travel	International (Group)
Online Travel	Online STO/F
Online Travel	Online Conc
Agent and Staff	
After hours	
STM Staff	
STM Driver	
STM Char	
Name change	
Ticket change	
Ticket void	
Hotel rebook	

#### Transaction Based Model

Transaction based model where the fee is based on the Client's travel. Fees are not be payable until the Client has previously approved the Office Director's request.

Services	Fee
Program Management	
Individual Travel	
Group Travel	Travelers)
Individual Travel	





Group t	Travelers
Online f	ing STO/F
Online f	ing Concu
Agent a	
After ho	
STM Sta	
STM Dr	
STM Ch	
Name o	
Ticket o	
Ticket v	
Hotel re	

**Optional Value Added Services**

Custom	be of worl
Credit C	
Profile	
Additio	
Ad hoc	ork)

\* A transac there is no ch  
a new ticke individuals tr

**The price point listed above include the following services:**

- er's emplo
- ours a day
- sses for de
- plier disco
- nager
- er year sa
- nt – Repor
- 
- 
-



Addendum attached hereto and incorporated herein for all purposes.

This Ag

t of the p  
ecution o

Signo  
Nam  
Title:  
Date:

Shor

Signa

Nam

Title:

Date:



## Terms & Conditions

**Eligible Users.** The Services, as defined in the Letter of Agreement ("LOA") are solely for use by Client's employees, officers, directors and other Client specified users to the extent that they are engaged in Client's business (collectively "Eligible Users"). To use Services, each Eligible User must create a profile and password, the completion of which permits Short's Travel to use their personal data to fulfill the Services. Client accepts full responsibility for use of the Services. Client shall use commercially reasonable efforts to prevent unauthorized use or misuse of the Services. In the event of any unauthorized use or misuse of the Services, Short's reserves the right to immediately shut down the Booking Site, after notice to Client. If Short's Travel shuts down the Booking Site, then Short's will provide Offline Services at the Online Fees while the Booking Site is unavailable unless the conditions giving rise to shutting down the Booking Site were caused by Client at which point standard agent fees would apply. Further, if the conditions giving rise to shutting down the Booking Site were caused by Client and are not remedied within 30 days of receipt of written notice, then Short's Travel may immediately terminate this Agreement. Client acknowledges that Short's Travel provides information concerning Eligible Users to travel suppliers and third-party data processing firms in accordance with standard industry practices. Client represents ~~and warrants~~ that, with respect to such information (a) Client owns, has sufficient rights in and to or has obtained all necessary consents to authorize Short's to perform its obligations under this Agreement, and (b) the use or delivery of such information by Client, Short's Travel or its affiliates in conformity with this Agreement will not violate the proprietary rights (including, without limitation, any privacy rights) of any person or entity.

**Services.** Agency shall supply Services as defined above in the LOA. The ultimate supplier of Services, such as the hotel chain or airline is hereby defined as the T&L Service Provider. Agency shall use its best efforts to make available to Client the lowest fares available in the Global Distribution System ("GDS") on the routes requested by Client, consistent with Client's travel policies communicated in writing to Agency.

**Financial Arrangements / Consideration.**

Should there be any material change, as determined by Short's Travel, (i) in any laws, ordinances, orders, rules or regulations governing the way Short's Travel may operate; (ii) in travel industry conditions, including but not limited to, airfares (e.g., net fares or net/net fare arrangements) or compensation to Short's Travel, by action of any industry vendor, governing body or client; or (iii) if defined in the LOA, the Client's travel volume as anticipated under this Agreement is +/-15% of expected volume as agreed by Client and Agency within any given quarter; then Short's Travel shall have the right to provide written notice to Client of such change and Client agrees to renegotiate with Short's Travel in good faith the financial and/or terms of this Agreement. If upon thirty (30) days from the date of such notice, the parties are unsuccessful in renegotiating mutually satisfactory terms, either party shall have the right to terminate this Agreement at any time thereafter with written notice.

Client agrees to designate a major credit card for each authorized traveler or establish a major credit card program to which Agency shall charge all of Client's travel-related purchases. Client shall be responsible for payment of incidental, personal and other charges incurred by the traveler that are charged to the Agency and not charged to the Client credit card. Agency shall invoice any such non-credit card charges and if applicable, monthly service or managements fees with reasonable documentation to Client which shall be paid within 30 days of receipt. Failure by client to pay the invoice within 30 days of receipt will result in an interest charge of 12% per annum. All such charges are subject to audit at Agency's office during normal business hours. If upon final audit an error is found, Client shall only be responsible for the correct charges, including airline adjustments, according to the terms of this Agreement. Client expressly authorizes Agency to process credit card vouchers in Client's name for all charges including corrected charges. Client shall be responsible for all applicable taxes and miscellaneous charges including but not limited to, sales and use taxes, prepaid ticket charges, cancellation charges, airline service fees, and penalty fares incurred by Client, as well as cancellations

received too late to avoid such charges. Agency shall use its best efforts to avoid unauthorized charges imposed on Client. The cost of lost ticket applications, ticket copies and airline ticket usage verifications shall be borne by Client. Client may request Short's Travel to engage in business practices that generate additional supplier fees. Examples of this activity include but are not limited to: (i) transactions processed through Short's Travel merchant terminal typically incur a processing fee as a percentage of the gross sale amount; (ii) transactions requiring Short's Travel to pay on the Client's behalf via wire typically incur a transfer fee as applied by the banks; (iii) GDS or other suppliers may impose new per-segment or similar fees; (iv) change fees or other miscellaneous costs from a hotel or airline; and (v) other deposit requirements. Short's Travel will explain these anticipated costs in advance to Client. These additional supplier fees will then be the responsibility of the Client.

**Group Hotel Management.** If Group Hotel services are utilized: A per event block cancellation fee (prior to contract signature) of \$200 will be charged at the time of cancellation. The cancellation fee will not apply if the cancellation is outside the control of the Client, including but not limited to weather.

**Term and Termination.**

The Term of this Agreement is defined in the LOA. If either party shall default in the performance of its obligations specified in this Agreement, the non-defaulting party shall give written notice to the other party, specifying the nature of the default and, if such default is not remedied within thirty (30) days from date of such notice, then the non-defaulting party shall have the right, at its option, to terminate this Agreement upon written notice. Client may terminate this Agreement at any time for Client's convenience by delivering, one hundred twenty (120) days' prior written notice of termination of this Agreement. If Client terminates the Agreement within the first twelve (12) months after the program launch date, Client shall pay to Agency within thirty (30) days of the effective date of termination. (i) all costs associated with the implementation of the program and (ii) all amounts for Services rendered through the effective date of termination. Either party may terminate this Agreement immediately by providing written notice to the other party in the event the other party becomes insolvent, makes an assignment for the benefit of creditors or ceases to do business or if any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding or other proceeding under any bankruptcy or other

law for the relief of debtors is instituted by or against such party. Termination of this Agreement for any reason shall not relieve or release either party from any rights, liabilities or obligations which it has accrued prior to the effective date of such termination and shall be in addition to all other rights and remedies either party shall have available to it under this Agreement or by law or in equity.

**Confidential Information; Client Data.** Each party recognizes during the course of this Agreement, they will come into possession of information that is confidential and proprietary to the other. Both parties agree the information will be used solely for the purpose for which it was disclosed and not in any way directly or indirectly detrimental to the other party. Agency may also use traveler's contact information for the purpose of communicating with travelers about surveys and services that may improve the business travel experience. Client shall allow Agency to monitor and record Client reservations for quality control purposes. Only Client calls related to business travel reservations may be reviewed and evaluated.

Each party acknowledges and agrees that it will have access to Trade Secrets and Proprietary Information peculiar to the other party and its business, and that the disclosure or unauthorized use of such Trade Secrets or Proprietary Information will injure the disclosing party's business. Each party agrees they will not, at any time, without the prior written consent of the other party, use, reveal or divulge any Trade Secret of the other. For purposes of this Agreement, the term "Trade Secrets" shall mean information including, but not limited to, technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or lists of actual or potential customers or suppliers which: (i) derives economic value, actual or potential, from not being generally known to other persons who can derive economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality. For purposes of this Agreement, the term "Proprietary Information" shall mean all other information, document or fact pertaining to the other, which it has learned in the course of this Agreement, and in discussions and proposals leading up to this Agreement, except that which is specifically excluded from the definition of Proprietary Information as described below and as may be

required by law, or to be reported by Agency to the Airlines Reporting Corporation.

Each party agrees it shall not, at any time, use, reveal or divulge any Trade Secrets of the other. Furthermore, each party agrees that for a period of five (5) years from the termination of this Agreement, it will not use, reveal or divulge any Proprietary Information of the other. Proprietary information does not include any information which: (i) at the time of disclosure or thereafter is generally available to and known by the public other than as a result of a disclosure directly or indirectly by the non-disclosing party; (ii) was available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party; or (iii) has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement

**Indemnity.** Client agrees to indemnify, defend and hold Agency, its officers, directors, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including reasonable attorney's fees, costs and expenses incidental thereto, which may be suffered by, accrued against, charged to or recoverable from Agency, its officers, directors, agents or employees, by reason of liability, loss, expense, claim, suit, fine, judgment or damage, including, but not limited to: (i) agency's debts to any T&L Service Provider attributable to Client's act or omissions including failure to pay for travel and other related expenses, or attributable to credit-card transactions by employees or invitees of Client where there is no signature or card imprint on a charge slip; (ii) hidden-city, back-to-back, or split-ticketing transactions made at the request of employees or invitees of Client; (iii) Client's failure to pay for travel and other expenses charged by former employees of Client that use Client's credit card; (iv) other debit memos and/or churning charges except those caused by Agency error; (v) the reversal of discounts to Client by an airline or other travel and/or other service supplier for Client's non-compliance with the terms of a negotiated rate agreement; (vi) Client's failure to pay for travel and other expenses charged to Client's credit card by unauthorized users through the illegal use of client's email system; and (vii) claims against Agency by travel agencies previously doing business with Client. Should Client's purchases under any negotiated rate agreement entered into by Client with third parties, fall short of required

volume or purchasing levels required by the T&L Service Provider for such negotiated rate, Client shall indemnify Agency against the reversal of discounts that may be assessed by the T&L Service Provider for non-compliance with the terms of their agreement.

**Relationship of Parties.** Client and Agency are independent contractors for purposes of this Agreement and shall not be deemed to have any other relationship, including without limitation, that of joint venturers, partners or joint employers. Neither shall be construed as the other's agent and neither is implicitly authorized to commit the other to any obligations to third parties except as may be otherwise expressly agreed or as may arise out of travel arrangements made in the ordinary course of Agency providing Services to Client pursuant to this Agreement. Client agrees not to solicit Agency employees for a period of 12 months following the termination or expiration of this contract.

**Applicable Law.** Agency and Client shall perform this Agreement in compliance with all applicable rules and regulations of all regulatory bodies and with all laws, ordinances, orders, rules and regulations of all local, state, federal and all other jurisdictions having authority over the performance hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Agency and Client hereby consent to the jurisdiction and venue of the Iowa courts as to all matters arising from or in connection with this Agreement.

**Waiver of Compliance.** Any failure of one of the parties hereto to comply with any obligation, covenant, agreement or condition herein may be waived by the other party only if such waiver is in writing, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**DISCLAIMER AND LIMITATION OF LIABILITY.** AGENCY, IN PROVIDING SERVICES PURSUANT TO THIS AGREEMENT, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ACTS, ERRORS, OMISSIONS, LOSSES, INJURIES, DEATHS, PROPERTY DAMAGE, ACCIDENTS, DELAYS, NON-PERFORMANCES, OR ANY OTHER IRREGULARITIES, OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING THEREFROM, WHICH MAY BE OCCASIONED BY THE NEGLIGENCE, DEFAULTS, BANKRUPTCIES OR ANY OTHER ACTIONS OF A T&L SERVICE PROVIDER.

Agency does not guarantee or ensure the Services to be provided by any T&L Service Provider, the financial position of T&L Service Provider or the



reimbursement for any loss experienced as a result of the acts or omissions of T&L Service Provider. If a T&L Service Provider defaults prior to providing the service to Client for which payment has been made, Client's sole recourse for refund shall be the defaulting T&L Service Provider or from Client's insurance covering such default.

THE TOTAL LIABILITY OF THE AGENCY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY CLIENT TO THE AGENCY FOR THE SERVICES GIVING RISE TO THE CLAIM.

**Force Majeure.** Neither party shall be liable for any default, loss, damage, delay, nonperformance (excluding each Party's obligations to pay any amount due under this Agreement) or other irregularities, or any indirect or consequential damages resulting therefrom, due to any act of God, weather, or other phenomenon of nature, mechanical difficulties, war, civil disobedience, strikes or an act of governmental authority that is beyond its control and that is not due to its acts or omissions.

**Entire Agreement.** This Agreement together with attached LOA, sets forth the entire understanding of the parties and supersedes any and all prior oral and written understandings, quotations, communications, and agreements in regard to the matters discussed herein. This Agreement may be modified only by written instrument signed by an authorized representative of each party.

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, the same may be modified or stricken by a Court of competent jurisdiction to the extent necessary to allow the Court to enforce such provision in a manner which is as consistent with the original intent of the provision as possible. The striking or modification by the Court of a provision shall not have the effect of invalidating the Agreement as a whole.

**Assignment.** Neither party shall assign any of its rights or obligations under this Agreement or enter into any subcontracts hereunder without the prior written consent of the other party; provided however, that no such consent shall be required in the event of an assignment to a parent, subsidiary, affiliate, successor or surviving corporation of Agency. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective successors and assigns. Any attempted

assignment in violation of this Section shall be of no force or effect.

**Notices.** Notices to Client or Agency hereunder shall be in writing and delivered personally or sent by certified mail, return receipt requested, or by overnight mail to the addresses set forth on the attached LOA. Any such notices, when delivered in the manner aforesaid, shall be deemed given on the date of receipt.

**Headings.** The headings to the various sections of the Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit or expand the intent of the parties as expressed in this Agreement.



June 9, 2020

UNI

D SHOR

AGEMENT

LETTER OF

This Amend  
2020 is ent  
Managem

Letter of Ag  
North Tex

dated June 1,  
2020.

RECITALS:

WHEREAS

Agreemen

endment

WHEREAS  
in the Agre

ave the se

ided to such terms

WHEREAS

is the de

THEREFOR  
as follows:

of which

of the [redacted] agree

AMENDME

The Agree  
platform. T  
risks associ  
responsibil  
not limited  
bin space,  
by travel

quest to  
standing  
. Short's  
asic Econ  
additional  
or overboo  
ance.

representative  
and the  
include but are  
items, or overhead  
must be identified

			[redacted]
("Client")		("Age	[redacted]
Signature		Signat	[redacted]
Name: _____		Name: _____	[redacted]
Title: _____		Title: _____	[redacted]
Date: 6/2		Date: _____	[redacted]
Date: _____		Date: _____	[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.

**Delivery.** Delivery from an authorized distributor shall be FOB Destination. All direct purchases through Quidel Corporation shall be FOB Origin.

**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. The requirements of Subject J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

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.

University of North Texas System  
VENDOR:

By:   
Name  
Title:  
Date: 6/26/2020

UNIVERSITY OF NORTH TEXAS

By:   
Date: 6/26/2020

## **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.