



**Presentation Agreement
Between
Texas A&M University – Corpus Christi
and Dr. Sylvia Earle**

This Presentation Agreement ("Agreement"), when signed by all parties, shall constitute a contract by and between Texas A&M University – Corpus Christi, on behalf of the Division of Institutional Advancement, a member of The Texas A&M University System, an agency of the State of Texas ("TAMU-CC"), and Dr. Sylvia Earle ("SPEAKER").

1. TAMU-CC contracts the personal services of SPEAKER for the presentation as outlined herein:
 - A. Major Presentation Title: Exploring and Caring for Earth's Magnificent Ocean
Date: Thursday, March 2, 2017
Time: 2:00 pm and 8:00 pm
Length: 1 hour for each presentation + 30 minutes Q&A for evening event
Location: Texas A&M University-Corpus Christi Performing Arts Center
 - B. Additional activities to be included in SPEAKER's schedule are as follows:
2:00-3:00 pm Student Forum (10-20 minute speech followed by audience Q&A with moderator)
3:00-3:30 Media Interviews + VIP student photos
5:30-6:30 pm VIP Dinner
6:30-7:30 pm VIP Reception with one-on-one VIP photos
8:00-9:30 pm One-hour speech with 30 minutes of Q&A with moderator
 2. A. TAMU-CC agrees to pay SPEAKER Twenty Thousand Dollars (\$20,000.00) for the rendition of services called for herein: as the Distinguished Speaker in our Distinguished Speaker Series.

Payment is to be made by TAMU-CC check within two (2) weeks following the presentation. This amount represents the total sum payable by TAMU-CC 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-CC also agrees to provide to the Speaker: travel expenses (airfare, hotel – up to two nights, ground transportation and meals). Reimbursement of expenses under this Paragraph shall include reasonable charges incurred for travel, and shall be procured at the lowest cost available, and payment for travel related expenses shall be in accordance with State of Texas Travel Guidelines. <http://purchasing.tamucc.edu/travel/> http://purchasing.tamucc.edu/travel/travel_gsa.html
 - C. Make check payable to: Dr. Sylvia Earle
 - D. It is understood and agreed that SPEAKER will obtain the approval of TAMU-CC 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-CC is the responsibility of SPEAKER. SPEAKER shall indemnify, hold harmless, and defend TAMU-CC, 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-CC 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, Heidi Felpel (telephone: (361) 825-2763) followed immediately by an email copy to Heidi.Felpel@tamucc.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-CC 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-CC 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-CC may cancel this Agreement without liability on the part of TAMU-CC.
7. SPEAKER agrees to provide TAMU-CC's staff representative with exact information regarding method and time of arrival in Corpus Christi, Texas, a minimum of seventy-two (72) hours prior to starting time of presentation. The staff representative for this event is Heidi Felpel, who may be reached at (361) 825-2763.
8. SPEAKER grants TAMU-CC permission to use the name and photo of SPEAKER in all event promotions.
9. 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.
10. SPEAKER hereby grants permission for TAMU-CC to tape record and/or videotape the presentation for non-commercial purposes. The tape(s) will remain the property of TAMU-CC.
11. 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-CC.
12. It is understood and agreed that nothing contained in this Agreement shall require TAMU-CC to violate TAMU-CC rules, or any state or federal laws or regulations, including but not limited to the Public Information Act under *Texas Government Code*, Chapter 552.
13. As a department of a public institution of the State of Texas, TAMU-CC is not authorized to make advance payments of any nature including, but not limited to, deposits.
14. TAMU-CC 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.
15. TAMU-CC, as an administrative entity of the Texas state government, is tax exempt.
16. SPEAKER acknowledges that, because TAMU-CC is an agency of the State of Texas, liability for the tortious conduct of the agents and employees of TAMU-CC 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 Remedies Code*, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of TAMU-CC is provided by TAMU-CC as mandated by the provisions of Chapter 502, *Texas Labor Code*. TAMU-CC shall have the right, at its option, to (a) obtain liability insurance protecting TAMU-CC and its employees and property insurance protecting TAMU-CC's buildings and contents, to the extent authorized by Section 51.966, *Texas Education Code*, or other law, or (b) self-insure against any risk that may be incurred by TAMU-CC as a result of its operations under this Agreement.

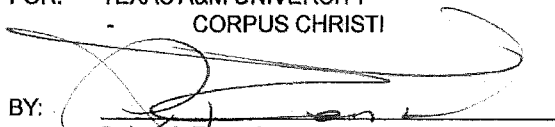
17. As an administrative entity of the State of Texas, TAMU-CC is not authorized to indemnify any party with which TAMU-CC contracts.
18. SPEAKER shall hold harmless TAMU-CC, its agents, employees, and representatives from any liability or action arising from personal injury or property damage caused by the negligent act of omission or commission of SPEAKER or its employees, agents, or representatives.
19. Whereas the State of Texas is a "Right to Work" state and TAMU-CC is an administrative entity of the State acting under color of State law, TAMU-CC cannot require union membership as a prerequisite for employment.
20. In signing this Agreement, TAMU-CC does so as presenter of the presentation and not as employer, producer, or operator.
22. TAMU-CC 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-CC. Any such claim shall be limited as determined by State of Texas statutes.
23. SPEAKER must notify TAMU-CC of any and all "Sponsors" or "Underwriters" or any entity other than SPEAKER who is receiving promotional consideration from SPEAKER. TAMU-CC 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-CC's goals.
24. 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-CC 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 Director of TAMU-CC, who shall examine SPEAKER's claim and any counterclaim and negotiate with SPEAKER in an effort to resolve the claim.
25. 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.
26. 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.
27. 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.
28. 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.
29. SPEAKER expressly acknowledges that TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.
30. SPEAKER acknowledges that TAMU-CC 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-CC.

31. This Agreement contains the entire understanding of the parties and shall be amended or modified only in writing by SPEAKER and TAMU-CC. It is performable in Nueces 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
CORPUS CHRISTI

BY: 
Deborah Zentmire
Contracts Manager

Dated: 1.27.16

FOR: Sylvia Earle

BY: 
Signature

Dated: 30 Jan. 2016

Address: 510 New York Ave Residence
Dunedin, FL 34698

Telephone: 813-481-0140

FEIN: ()

SS 262-48-2662

Mailing address:

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