

Contract

Federal tax ID: 13-2623502

This Contract "entered into" as of Tuesday, March 22, 2016 by and between ROYCE CARLTON, INC. 866 United Nations Plaza, New York, NY 10017-1880, the duly authorized Exclusive Agency of the Speaker, hereafter referred to as "Agency" and

Texas A&M University-Corpus Christi  
6300 Ocean Drive  
Corpus Christi, TX 78412

hereby referred to as "Sponsor." Agency will provide the services of :

Dr. Brian Greene

hereby referred to as "Speaker" to lecture, talk or address at the date, time and place specified below.

DATE: Tuesday, October 18, 2016

SPEECH TIME: 8:00 pm

EVENT: Distinguished Speaker Series

PLACE: Performing Arts Center on campus

OTHER: 2:00 pm-3:00 pm Student Forum for local high school, university students (10-15 min talk followed by Q&A); 3:00 pm-3:45 pm Media interviews/photos (optional); 5:30 pm-6:30 pm VIP Dinner (optional); 6:30 pm-7:30 pm VIP Reception one-on-one photos with VIPs

The Sponsor will provide an appropriate facility for this program together with all necessary requirements requested by the Speaker.

TOPIC: Einstein, gravitational waves, etc.

No presentation or any part thereof is to be reproduced (including but not limited to audio or videotape, CD, or any other medium) or transmitted (including broadcast, telecast, podcast, streaming or over the internet, social media or any other like medium) without the written consent of the Agency or Speaker.

Sponsor agrees to pay Agency as consideration for Speaker's services the amount set forth under "TERMS" below on the agreed upon payment schedule and sent by wire transfer to Royce Carlton or mailed to: ROYCE CARLTON, INC. 866 United Nations Plaza, New York, NY 10017-1880. If applicable, any and all taxes shall be paid by Sponsor.

**TERMS: \$22,000 plus ground transportation in city of origin and host city; first class roundtrip airfare; hotel accommodations and meals (total payment due by October 30, 2016)**

It is understood that this Contract is binding on both parties; it cannot be canceled except as follows: the Agency and Sponsor mutually agree that either party may cancel this Contract and all parties shall be released from any liability, including deposits or damages hereunder (agency will immediately return to Sponsor any monies received), if the Speaker or Sponsor is unable to fulfill the terms of this Contract due to an "Act of God" or any legitimate conditions beyond the control of the Speaker or Sponsor. However, it is agreed by both parties that "best efforts" will be made by both parties to so adapt that the program be presented as scheduled. If the Sponsor cancels for any reason other than noted here, the Sponsor is responsible for full payment of the Speaker's fee if canceled within sixty (60) days prior to the engagement and fifty (50%) percent of the fee if canceled more than sixty (60) days prior to the engagement.

CONTACTS:

Heidi Felpel, Stewardship Coordinator  
Texas A&M University-Corpus Christi  
6300 Ocean Drive  
Corpus Christi, TX 78412  
O: 361-825-2763  
C: 530-400-4228  
E: Heidi.Felpel@tamucc.edu

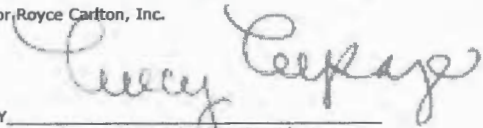
The representative of Sponsor, in signing this Contract, warrants that (s)he signs as a duly authorized representative of the Sponsor but does not assume any personal liability. The Agency representative warrants that the Agency has the expressed authority to sign on behalf of the Speaker.

Your signed copy of the contract is acknowledgment that the Speaker has accepted this engagement and has agreed to appear at the time and place specified above. ROYCE CARLTON reserves the right to withdraw this offer should this contract not be received signed within thirty (30) days of the date "entered into". This Contract is governed by the laws of the State of New York and cannot be changed except in writing and signed by both parties.

Texas A&M University-Corpus Christi

For Royce Carlton, Inc.

BY   
John Casey, Director of Contracts & Property

BY   
Lucy Lepage, Executive Vice President

Please print and sign this Contract and return via scan-and-email, fax, or regular mail to the address/fax below.

Royce Carlton, Inc. 866 United Nations Plaza, New York, NY 10017-1880 Facsimile: (212) 888-8659

1. Event: Texas A&M University-Corpus Christi  
 Tuesday, October 18, 2016 Dr. Brian Greene  
 Distinguished Speaker Series

2. About the Organization

Texas A&M University-Corpus Christi is the only university in the nation located on its own island, at the heart of the Texas Gulf Coast. Offering more than 80 of the most popular degree programs in the state, Texas A&M University-Corpus Christi has been proudly providing a solid academic reputation, renowned faculty and highly-rated degree programs since 1947. The University is also a part of the distinguished Texas A&M System.

3. Approximate Attendance: 1200

4. Audience Profile:

University faculty, students and staff and the Corpus Christi community

5. Attire: Business

6. Suggested Hotel:

Name: V Boutique Hotel  
 Address: 701 N Water Street  
 Corpus Christi, TX 78401  
 City, State Zip: (361) 883-9200  
 Telephone/Fax: \_\_\_\_\_  
 Confirmation # \_\_\_\_\_  
 (if known)

7. Travel time from Airport to Hotel (approximate): 15 mins  
 8. Travel time from Hotel to Venue (approximate): 20 mins  
 Nearest Airport: Corpus Christi

9. Ground transportation - contact on arrival (please include persons name or car service name, telephone number and cell number):

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10. Host on site:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

11. Emergency contact:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

12. Email itinerary to: \_\_\_\_\_

13. Email invoice to: Heidi.Felpel@tamucc.edu

14. Additional comments:

History of Event: The primary mission of the Texas A&M University-Corpus Christi Distinguished Speakers Series is to bring accomplished, distinctive national and international speakers to campus several times a year to provide insight, provoke thought and stimulate conversation about some of our time's most compelling issues, stories, and events.



**ADDENDUM TO CONTRACT BETWEEN TEXAS A&M UNIVERSITY-CORPUS CHRISTI AND ROYCE CARLTON, INC.**

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**THIS ADDENDUM** is made and entered into this 24<sup>TH</sup> of March 2016, by and between TEXAS A&M UNIVERSITY- CORPUS CHRISTI ("TAMU-CC or Sponsor"), and ROYCE CARLTON, INC. ("Agency").

**WHEREAS**, this Addendum is to the original Contract between TAMU-CC, and Agency dated March 22, 2016, for event of October 18, 2016 with Dr. Brian Greene ("Speaker"); and

**WHEREAS**, the Parties; mutually agree to amend the Contract to reflect the additions described below:

1) **Advertising**: TAMU-CC may advertise this event;

2) **Travel/Expenses**: Reimbursement of expenses under this Paragraph shall include reasonable charges incurred for travel (airfare, mileage, car rental, and/or train fare), lodging, and meals for trip on TAMU'CC's behalf. All travel expenses 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](http://purchasing.tamucc.edu/travel/travel_gsa.html)

Reimbursement for travel expenses shall include invoices and receipts evidencing out-of-pocket expenses incurred by Agency/Speaker related to services in this Contract. Payment of Agency/Speaker's Fee and travel related expenses shall be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller's Office.

3) **Insurance**: Speaker shall maintain liability coverage for purposes of any claims or harm or damage to persons or property caused by or related in any way by the Speaker agents, invitees, servants, principals, successors, employees, employers and/or representatives during this event, and while on TAMU-CC premises.

4) **Governing Law**: The validity of this Contract and all matters pertaining thereto, 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.

5) 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 TAMU-CC and Agency/Speaker to attempt to resolve any claim for breach of contract made by Agency/Speaker that cannot be resolved in the ordinary course of business. Agency/Speaker shall submit written notice of a claim of breach of contract under this Chapter to Director of Contracts and Property of TAMU-CC, who shall examine Agency/Speaker's claim and any counterclaim and negotiate with Agency/Speaker in an effort to resolve the claim.

6) Indemnification: Agency/Speaker shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Speaker or any agent, employee or representative of Speaker in the execution or performance of this Contract.

7) Public Information Act:

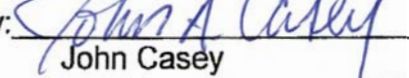
(a) Agency/Speaker acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law.

(b) Upon TAMU-CC's written request, Agency/Speaker will provide specified public information exchanged or created under this Contract that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU-CC has a right of access.

(c) Agency/Speaker acknowledges that TAMU-CC is required to post a copy of the fully executed Contract on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

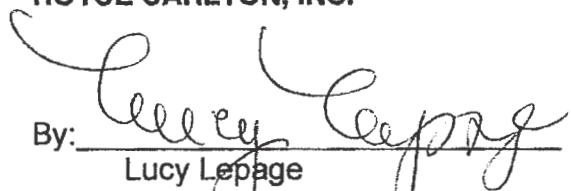
**NOW THEREFORE**, all other terms and conditions of the Contract dated March 22, 2016 that are not modified in this Addendum, shall remain in full force and effect, and be considered incorporated herein as part of the Contract.

**TEXAS A&M UNIVERSITY**  
**- CORPUS CHRISTI**

By:   
John Casey  
Director of Contracts & Property

Dated: 3-29-2016

**ROYCE CARLTON, INC.**

By:   
Lucy Lepage  
Executive Vice President

Dated: 3/28/16