

THE UNIVERSITY OF TEXAS AT AUSTIN AGREEMENT

EVENT AND CONTACT INFORMATION

Event Name: 2019 AFC Conference on College Teaching and Learning

Date: April 4, 2019

NISOD will provide six workshops (three at 8:00 - 11:30 AM and the same three repeated at 1:45 - 5:15 PM). The three workshops are as follows:

- Brain-Based Teaching and Learning (Karen Costa)
- Flipped Learning: Pathway to Student Success (Erik Christensen)
- Strategies for Student Learning and Success: Relational Teaching and Classroom Community Building (David Schoem)

Department Contact:

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Association Contact:

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CEO and Executive Director
Association of Florida Colleges
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PURPOSE AND AGREEMENT

This Agreement is made and entered into effective as of the later of September 30, 2018, or the date fully executed by both parties ("Effective Date"), by and between The University of Texas at Austin, an institution of higher education of the State of Texas ("University"), for and on behalf of the National Institute for Staff and Organizational Development (NISOD) ("Department") and the Association of Florida Colleges, with its principal place of business at 1725 Mahan Dr., Tallahassee, FL 32308 ("Association"). The Department and Association for and in consideration of the mutual promises and covenants expressed herein, agree to the terms and conditions of this Agreement.

TOTAL COMPENSATION

The Association will compensate Department \$13,000, which is inclusive of workshop facilitators' stipends and travel expenses. The Association will provide complimentary hotel rooms for the workshop facilitators and reproduce their workshop materials. The Association will provide NISOD with a complimentary display table in the sponsor area and recognize NISOD as a top "partner" sponsor for the event.

CANCELLATION FOR CAUSE

Both parties shall have the right to cancel this Agreement for cause, consistent with the following:

If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within 14 days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the 14-day period.

FORCE MAJEURE

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

AMERICANS WITH DISABILITIES ACT

The Association shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by conference participants. Association shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters).

INDEMNIFICATION

Association agrees to indemnify and hold University and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of University or its employees.

LIABILITY AND INSURANCE

It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Association must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

BREACH OF CONTRACT CLAIMS

To the extent that Chapter 2260, *Texas Government Code*, is applicable to the 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, will be used by University and Association to attempt to resolve any claim for breach of contract made by Association that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Association's claim and any counterclaim and negotiate with Association in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

GOVERNING LAW

The Agreement shall be construed, interpreted, applied, and enforced under the laws of the State of Texas. Should a dispute arise under this Agreement, Travis County, Texas, shall be the proper place of venue.

FINANCIAL OBLIGATIONS AND LIMITATIONS ON AUTHORITY

Association acknowledges that the authorized University representative signing this Agreement only is authorized to obligate the University for payment of workshop facilitator stipends and their travel expenses.

PUBLIC INFORMATION

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Association will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

When signed by authorized representatives of both parties, this Agreement constitutes a binding agreement between the University and Association as of the above Effective Date.

The University of Texas at Austin

By: _____

Name: _____

Title: _____

Date: _____

Association of Florida Colleges

By:  _____

Name: Michael Brawer

Title: CEO

Date: 10/01/18