

**AMENDMENT No. 1
TO AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND TOM DUFFY**

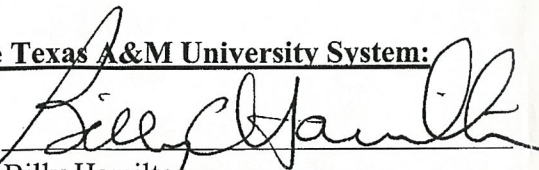
It is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement to amend said contract as follows:

2. TERM OF THE AGREEMENT ("Renewal Term")

This agreement shall be extended for the period beginning September 1, 2018 and ending on August 31, 2019.

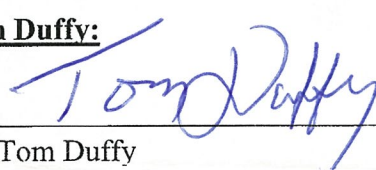
All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

By: 
Mr. Billy Hamilton
Executive Vice Chancellor & CFO

Date: 7/24/18

Tom Duffy:

By: 
Mr. Tom Duffy

Date: 7-29-18

AGREEMENT FOR SERVICES

Effective September 1, 2014, Tom Duffy ("Duffy") having principal offices at 1801 Lavaca St., #13M, Austin, Texas 78701, and The Texas A&M University System ("System"), a Texas institution of higher education and agency of the state of Texas, with principal offices at Moore/Connally Bldg., 7th Floor, 301 Tarrow, College Station, Texas 77840-7896, agree to the following terms and conditions for professional representation (the "Agreement"):

1. *Engagement.* System agrees to engage the services of Duffy to provide strategic advice and counsel to the Chancellor on issues relating to enhancement of state program development at System and its member institutions and agencies ("TAMUS").

2. *Scope of Services.* Duffy agrees to provide strategic advice and counsel as it relates to the enhancement of System programs and the System's interactions with state and local governmental agencies in the development and implementation of such programs, including but not limited to programs of the Texas A&M Transportation Institute.

3. *Term and Termination.* This Agreement shall be for the period of twelve (12) months, effective on the 1st day of September 2014 and ending on the 31st day of August 2015. This Agreement may be extended for an additional term of twelve (12) months upon written agreement of both Parties on the same terms and conditions. Either party may terminate this Agreement at any time by giving the other party thirty (30) days prior written notice. System shall be obligated to pay for all reasonable and necessary Services that were performed or committed in good faith by Duffy prior to the effective date of termination.

4. *Points of Contact.* The point of contact for System shall be:

Billy Hamilton
Executive Vice Chancellor & CFO
The Texas A&M University System
Moore/Connally Building
301 Tarrow, Seventh Floor
College Station, TX 77840
Phone: (979) 458-6000

The point of contact for Duffy shall be:

Tom Duffy
1801 Lavaca St., #13M
Austin, Texas 78701
Phone: (512) 658-6661

5. *Consideration and Payment.* (a) For the services rendered under this Agreement, System shall pay to Duffy \$5,000 per month with a maximum fee under the initial term of this contract of \$60,000. The fee shall be payable on or before the 10th day of each month.

6. *Independent Contractor.* It is expressly understood and agreed that Duffy is an independent contractor in the performance of these Services and is not acting as a partner, joint venture, or agent of System under this Agreement. The employees, officers, or agents of Duffy shall not be considered or deemed to be servants, agents or employees of System. Duffy shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the Services performed pursuant to this Agreement, System being interested only in the completed performance of the services herein contemplated.

7. *Entire Agreement.* This Agreement, and the attached or referenced Appendices, Exhibits and Schedules, if any, together with all documents and agreements mentioned herein, constitute the entire understanding of the parties with respect to the subject matter hereof, superseding and canceling all prior and contemporaneous verbal or written negotiations, discussions, communications, agreements and understandings relating to such subject matter.

8. *Assignment.* This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party. Any attempted assignment shall be void.

9. *Amendment and No Waiver.* This Agreement may not be altered or amended, nor any rights hereunder be waived, except by an instrument in writing executed by the party or parties to be charged with such amendment or waiver. No waiver of any term, provisions or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement. Duffy expressly acknowledges that System is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. System and Duffy agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

11. *Applicable Law and Venue.* The Law of the State of Texas, other than its conflicts of laws rules which might require the application of the laws of another jurisdiction, shall govern the interpretation and enforcement of this Agreement. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against System shall be in the county in which the primary office of the chief executive officer of System is located, which is Brazos County, Texas.

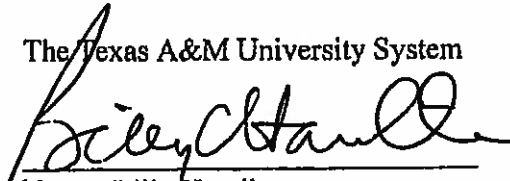
12. *Parties Bound.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Agreement do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Agreement in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative.

13. *Construction.* The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

14. *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 System and Duffy to attempt to resolve any claim for breach of contract made by Duffy that cannot be resolved in the ordinary course of business. Duffy shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer for System, who shall examine Duffy's claim and any counterclaim and negotiate with Duffy in an effort to resolve the claim.

Intending to be bound, the parties have caused their authorized representatives to execute this Agreement.

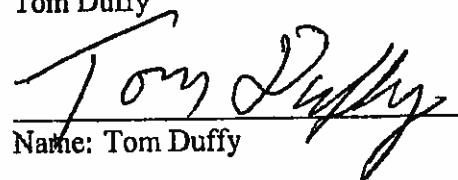
The Texas A&M University System



Name: Billy Hamilton

Date: 10-10-14

Tom Duffy



Name: Tom Duffy

Date: 10-9-14