

**AMENDMENT No. 2
TO THE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND BIDDLE CONSULTING GROUP, INC.**

This Amendment No. 2 (“Amendment”) serves to amend the Agreement, effective February 24, 2017, between The Texas A&M University System (“System”) and Biddle Consulting Group, Inc. (“PROVIDER”), and is effective October 18, 2021 (“Amendment Effective Date”). System and PROVIDER agree to amend the agreement as follows:

2. TERM OF THE AGREEMENT

This agreement shall be extended for the period beginning February 24, 2021 and ending on February 23, 2026.

5. PUBLIC INFORMATION

The following clause shall be added to this section.

D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

8. MISCELLANEOUS

M. Is deleted and replaced with the following:

Force Majeure. Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. “Force Majeure event” is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from

performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

The following clauses shall be added to this section.

- S. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- T. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- U. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- V. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- W. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (1-a), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

EXHIBIT B – PRICING

Pricing, effective January 1, 2022, is amended as follows:

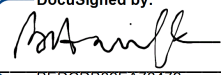
Location	Employee Count Per Location	Fees for 2022-2026
TVMDL	155	\$2,529
Texas A&M University – Central Texas	354	\$2,529
Texas A&M University - Texarkana	349	\$2,529
Texas A&M University – San Antonio	768	\$2,724
Texas A&M University - Commerce	1266	\$4,095
Texas A&M University System Office	290	\$2,529
Texas A&M University - Galveston	297	\$2,529
Texas Department of Emergency Management	150	\$2,529
TFS	565	\$2,724
TTI	429	\$2,724
TEEX	457	\$2,724
Texas A&M International University	846	\$2,724
West Texas A&M University	1042	\$4,095
Texas A&M University - Kingsville	979	\$2,724
Tarleton State University	1316	\$4,095
TEES	1274	\$4,095
Texas A&M University – HSC	1542	\$4,095
AgriLife Research	1253	\$4,095
Texas A&M University – Corpus Christi	1556	\$4,095
AgriLife Extension	1448	\$4,095
Prairie View A&M University	1294	\$4,095
Texas A&M University – College Station	8940	\$5,135
System Total	22293	\$73,502

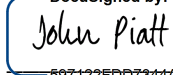
All other terms and conditions not hereby amended are to remain in full force and effect.



The Texas A&M University System:

Biddle Consulting Group, Inc.:

DocuSigned by:

By: _____
BILLY HAMILTON
Deputy Chancellor and CFO

DocuSigned by:

By: _____
JOHN PIATT
VP EEO/AA

Date: 10/27/2021 | 17:54:25 CDT

Date: 10/27/2021 | 11:38:45 PDT