EVENT AND CONTACT INFORMATION

Event Name: 11th Annual Summit on Academic Excellence
Event Start and End Dates: October 16, 2009 through October 18, 2009

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PURPOSE AND AGREEMENT

This Agreement for the AT&T Executive Education and Conference Center accommodations is made and entered into effective as of the later of May 31, 2009 or date fully executed by both parties (“Effective Date”), by and between the AT&T Executive Education and Conference Center (hereinafter collectively referred to as “AT&T Executive Education and Conference Center” or “AT&T Education Center”) and Department of Academic Excellence – College of Liberal Arts (“The Department”). The AT&T Education Center and the Department for and in consideration of the mutual promises and covenants expressed herein, agree to the terms and conditions of this Agreement.

GUEST ROOM ACCOMMODATIONS

The AT&T Conference Center agrees that it will provide, and The Department agrees that it will be responsible for utilizing 30 room nights in the pattern set forth below:

<table>
<thead>
<tr>
<th>Room Type</th>
<th>Fri 10/16/09</th>
<th>Sat 10/17/09</th>
<th>Sun 10/18/09</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard King</td>
<td>15</td>
<td>15</td>
<td>15</td>
</tr>
</tbody>
</table>

ROOM RATES

The AT&T Conference Center confirms the following rates for The Department:

<table>
<thead>
<tr>
<th>Room Type</th>
<th>Single Rate</th>
<th>Double Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard King</td>
<td>$165</td>
<td>$165</td>
</tr>
</tbody>
</table>

NON-COMMISSIONABLE

Room rates are provided on a net-non commissionable basis.

RESERVATION METHOD

Reservations will be made by Guests calling the AT&T Conference Center directly and referring to The Department name and Event name.
RESERVATION GUARANTEE

All reservations must be guaranteed by The Department with Rooming List or by Guest with a valid major credit card, which will be supplied at the time of reservation. Cancellations will be accepted prior to 12 PM local time on the day of arrival. Cancellations after this time will result in applicable room rate and tax being charged to the Direct Bill Account or credit card on file of the party that made the reservation. If there are any exceptions to this procedure, the AT&T Conference Center will receive written notification from The Department.

CUT-OFF DATE

The AT&T Conference Center agrees to hold the above-noted room block until September 25, 2009. At that time, rooms not covered by rooming list or individual reservations shall, subject to the terms hereof concerning guarantees, cancellation and attrition, be released from room block and the AT&T Conference Center shall have the right to sell any rooms so released. The AT&T Conference Center may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

Reservations that are made after the Cut-Off Date period will be added to The Department’s overall room block performance.

GUEST ROOM GUARANTEE

The Department will be allowed to revise the Room Block table by 15% at any time up to thirty (30) days prior to the event. Revisions provided in writing on or before the due date will be considered the Room Block guarantee (“Room Block Guarantee”). If revisions are not received by the due date, the figures in the above table will be used for the Room Block Guarantee.

GUEST ROOM ATTRITION

The Department and the AT&T Conference Center agree that Guest Room attrition charges will not apply to this Agreement.

EVENT REQUIREMENTS

The AT&T Education Center agrees that it will provide, and The Department agrees that it will be responsible for utilizing the services in the pattern set forth below.

CONFERENCE ROOM / EVENT SPACE

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Room</th>
<th>Setup</th>
<th>Grp</th>
<th>Room Rental</th>
<th>Catering</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/17/2009</td>
<td>11:30 AM</td>
<td>1:30 PM</td>
<td>Lunch</td>
<td>Conference Room 999</td>
<td>Rounds of 10</td>
<td>30</td>
<td>$300</td>
<td>$500</td>
</tr>
</tbody>
</table>

Note: Food and Beverage Catering charges are subject to 20% service fee.

CATERING / BANQUET

The Department will provide written confirmation to the AT&T Education Center, ten (10) University business days prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements. The AT&T Education Center will consider these final details as The Department’s confirmed request. The AT&T Education Center will set for 5% more than the confirmed request.

CONFERENCE ROOM / EVENT SPACE AND CATERING ATTRITION

The Department and the AT&T Conference Center agree that attrition charges will not apply to accommodations indicated in this Facility Use Agreement.

EVENT SPACE

Appropriate Event space will be assigned to suit the specific requirements of The Department’s meeting. Due to the possibility of changes in the number of attendees, the AT&T Education Center will reserve the right to reassign all meeting space if the number of attendees is changed.
FOOD AND BEVERAGES

Due to licensing requirements and quality control issues, all food and beverage to be served on the AT&T Education Center property must be supplied and prepared by the AT&T Education Center. The AT&T Education Center reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit is present at The Event and attempt to receive service of alcoholic beverages. The AT&T Education Center further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

PARKING

The AT&T Conference Center has a substantial amount of parking that is available on a first come, first serve basis though there is no guarantee of available parking in the AT&T Conference Center parking garage. Additional parking is available nearby at the prevailing rates and terms.

Overnight Parking charges are $14 per vehicle per night and will be paid for by The Department for Rooming List guests only. Currently The Department estimates that approximately fifteen (15) vehicles per night of Rooming List guests may apply.

TOTAL COMPENSATION

The Department will compensate the AT&T Conference Center in accordance with the terms stated herein. Notwithstanding the terms stated herein, total compensation by The Department to the AT&T Conference Center, excluding amounts payable by guest, is estimated at $630 in potential parking charges for Rooming List guests, $8,094 in sleeping rooms for Rooming List guests, $300 for meeting room rental, and $600 in catering – overall total estimate = $9,624, inclusive of local occupancy taxes and all service charges, gratuity or other miscellaneous fees. Any changes to this agreement may result in adjustments to this figure.

BILLING ARRANGEMENTS

The Department is responsible for all guest room and actual parking and meeting related charges to include, but not limited to, food and beverage, audiovisual and conference space rental; the individual guest pays their incidental charges.

INVOICING AND PAYMENT OF DIRECT BILL ACCOUNT

The AT&T Education Center shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which the University is exempt, is charged to The Department. The outstanding balance of The Department’s Direct Bill Account, excluding disputed charges, will be overdue on the 31st day after the later of: a) the completion of the Event or b) receipt of invoice by The Department. Upon resolution of any disputed charges, the AT&T Education Center shall invoice such remaining charges to The Department. Payment of the revised charges shall be overdue on the 31st day after receipt of invoice by The Department. The Department shall authorize all payments to the AT&T Education Center via Interdepartmental Transfer ("IDT").

CANCELLATION

Should it become necessary for The Department to cancel this Agreement, The Department may do so without penalty or recourse. The Department will make good faith efforts to place this meeting or a comparable meeting as follows: 1) the AT&T Education Center will be the first choice facility to renegotiate for a future meeting, should The Department choose a future date in Austin, Texas, or 2) should The Department choose not to return to Austin, Texas, the AT&T Education Center will be the first choice facility to bid on a comparable meeting to arrive within six months of the original cancellation. Based upon good faith negotiations by both parties, The Department will make every effort to place this comparable meeting at the AT&T Education Center.

ATTRITION & CANCELLATION

Both the AT&T Conference Center and The Department agree that no attrition or cancellation terms will apply to this Agreement. However, should 11th Annual Summit on Academic Excellence fail to meet guaranteed guest rooms and/or
catering minimums in accordance with this Agreement, all future agreements with 11th Annual Summit on Academic Excellence will be subject to an attrition and cancellation clause.

**FIRE SAFETY INSPECTION**

The AT&T Education Center certifies that it is in compliance with relevant provisions of the Texas Government Code, the Inspection authority of the State Fire Marshal, the Texas Health and Safety Code, or locally adopted fire code, and that the AT&T Education Center has had a fire safety inspection within the past twelve months. This Agreement may be terminated in its entirety, without penalty or recourse, by The Department or by order of the Texas State Fire Marshal or the Fire Marshal with local jurisdiction, if this certification is inaccurate.

**FORCE MAJEURE**

Neither party hereto shall 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, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

**RELOCATION PROVISIONS**

If the AT&T Education Center is unable to provide Guest Room Accommodations to a guest holding a confirmed reservation, the AT&T Education Center will provide the following to each attendee not accommodated at the AT&T Education Center: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation for attendee to and from the AT&T Education Center; priority reservations for the first available room at the AT&T Education Center the next night; one long distance phone call to provide notice of the change of location; and list the guest’s name with the AT&T Education Center switchboard, in order to facilitate the transfer of the guest’s phone calls to the nearby hotel.

**SIGNS AND DISPLAYS**

No signs, banners or displays shall be created, displayed or affixed in any part of the AT&T Education Center without the prior approval of the AT&T Education Center.

**PACKAGES**

All packages sent to the AT&T Education Center should be received within but not before seven days of the Event and marked with the date and name of Event. All boxes sent to the AT&T Education Center exceeding 50 pounds will be assessed a package handling fee of $25.00 per box.

**CUSTOMER-PROVIDED LCD PROJECTOR**

Customer may provide their own LCD Projector for use within the AT&T Conference Center; however, a one-time LCD Technical Support Package fee of $75 per room will apply. The LCD Technical Support Package includes: AV Cart, Extension Cord, Power Strip, VGA Cable, Electric Hook-Up, and minimal Technical Assistance. If additional assistance from an AV Technician is required with this Customer-provided equipment, a minimum tech charge of $100 for up to two hours of assistance will apply.

**CUSTOMER-CONTRACTED AUDIOVISUAL or COMPUTER EQUIPMENT WITH OUTSIDE VENDOR**

Customer may elect to contract with an outside vendor for Audiovisual or Computer Equipment to be used within the AT&T Conference Center. A fee equivalent to twenty percent (20%) of the estimated AV rental value will be assessed to offset the lost rental revenues. Additionally, if assistance from an AV Technician is required with this customer-provided equipment, a minimum tech charge of $100 for up to two hours of assistance will apply. A Connectivity Fee / Electrical Distribution Fee may be assessed to Customer based upon estimated usage.

**CUSTOMER-PROVIDED AUDIOVISUAL EQUIPMENT or COMPUTER EQUIPMENT**
Customer may provide their own Audiovisual or Computer Equipment for use within the AT&T Education Center; however, a one time Connectivity Fee/Electrical Distribution Fee may be assessed based upon estimated usage. If assistance from an AV Technician is required with this Customer-provided equipment, a minimum tech charge of $100 for up to two hours of assistance will apply.

**AMERICANS WITH DISABILITIES ACT**

The AT&T Conference Center shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by The Department, provided that The Department gives reasonable advance written notice to the AT&T Conference Center of such needs. The Department 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), other than those types and quantities typically maintained by the AT&T Conference Center.

**AUTHORIZED REPRESENTATIVES**

When signed by authorized representatives of both parties, this Agreement constitutes a binding agreement between The Department and the AT&T Conference Center as of the above Effective Date.

**ACCEPTANCE**

This contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by AT&T Executive Education and Conference Center and Group. The undersigned represent that they are authorized to sign and enter into this contract. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission. The above terms and conditions currently are being held by the AT&T Executive Education and Conference Center on a first option, tentative basis. To confirm this as a definite program, please review the contract and indicate your approval by signing below and returning the entire contract to our office by **May 31, 2009**. If we do not receive your signed contract by the specified date, we cannot continue to hold space. Should another group request your dates prior to your option date, we will notify you and you will have 48 hrs to confirm this contract or release the space.

**AT&T Executive Education and Conference Center**

**Department of Academic Excellence**

**College of Liberal Arts**

Ted Hibler
General Manager

Destin Ray Smith, CTPM, CTCM, CRA
Senior Grants and Contracts Specialist

Date

Date