

SERVICES AGREEMENT
BY AND BETWEEN
PRAIRIE VIEW A&M UNIVERSITY
AND
FRED PRYOR SEMINARS

This Services Agreement (“Agreement”) is entered into and effective October 15, 2025 (the “Effective Date”), by and between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas (hereafter referred to as “PVAMU”) and Fred Pryor Seminars (hereafter referred to as “Fred Pryor”). PVAMU and Fred Pryor are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

PVAMU and Fred Pryor hereby agree as follows:

1. SCOPE OF WORK

Fred Pryor will perform the services as set forth in Exhibit A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

2. FRED PRYOR OBLIGATIONS

- A. Fred Pryor will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent, and experienced professional in the provision of the type of services required under this Agreement.
- B. Fred Pryor will perform the Services substantially in accordance with Fred Pryor’s marketing materials and documentation, including, without limitation, any user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by Fred Pryor to PVAMU.
- C. Fred Pryor will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Fred Pryor’s performance of this Agreement.
- D. Fred Pryor represents and warrants that there are no obligations, commitments, third-party rights, or impediments of any kind that will limit or prevent Fred Pryor’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continue through April 30, 2026 (the “Term”), unless earlier terminated as provided herein.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other

Party detailing the nature of the breach and the other Party fails to fully cure the breach within such 30-day period. In the event that PVAMU terminates this Agreement pursuant to this Section, PVAMU shall receive a pro-rata refund of any pre-paid amounts.

- C. PVAMU may terminate this Agreement without cause upon thirty (30) days' prior written notice to Fred Pryor.
- D. PVAMU may immediately terminate this Agreement if (i) the Fred Pryor's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the Fred Pryor declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by Fred Pryor under this Agreement, PVAMU shall pay Fred Pryor in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to Fred Pryor under this Agreement will not exceed 28,800.00 USD without an amendment to this Agreement.
- B. Fred Pryor will submit monthly invoices to PVAMU. Each invoice must reference the PVAMU purchase order number (which will be provided to Fred Pryor within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that PVAMU may reasonably request to support the invoice amount. PVAMU will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by PVAMU in advance, Fred Pryor will be reimbursed by PVAMU according to the State of Texas rates, rules, and regulations (<https://fm.x.cpa.texas.gov/fmx/travel/textravel/rates/current.php>). When requesting such reimbursement, Fred Pryor will submit to PVAMU receipts, invoices and other documentation as required by PVAMU. Under no circumstances will Fred Pryor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Fred Pryor's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by virtual card or ACH if the virtual card is not acceptable. Fred Pryor is required to register in our supplier portal where Fred Pryor can maintain their own profile, including contacts, banking information, and addresses. The portal can be accessed at:

<https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TAMU>

5. OWNERSHIP OF CREATED WORKS

Each Party shall remain the sole owner of any of its intellectual property and rights existing prior to or developed outside the scope of this Agreement (“Background IP”), and except as explicitly set out in this Agreement, nothing herein shall imply any transfer or grant of rights to any such Background IP to the other Party. Unless expressly agreed otherwise and with the exception of Deliverables or portions of Deliverables that are PROVIDER’S Background IP, Fred Pryor irrevocably assigns, transfers and conveys to PVAMU, for no additional consideration, all of Fred Pryor’s ownership, rights, title and interest in and to all works prepared by Fred Pryor under this Agreement (“Deliverables”), including, without limitation, all copyrights, patents, and other intellectual property rights and all other rights that may hereafter be vested in the Deliverables under law. Fred Pryor agrees that all Deliverables will be original, or that Fred Pryor will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by PVAMU. Fred Pryor shall secure for PVAMU or assist PVAMU in obtaining any consents, releases, or contracts and perform other reasonable acts as necessary to secure and evidence PVAMU’s rights in any Deliverable. To the extent Fred Pryor’s Background IP is included in any Deliverables, Fred Pryor hereby grants PVAMU an irrevocable, royalty-free, nonexclusive, worldwide license to use, modify, make derivative works, and copy Fred Pryor’s Background IP as necessary to reasonably use the Deliverables in relation to the purpose of the Services or this Agreement. All subcontracts, if applicable, will contain provisions consistent with this Section 5.

All Deliverables, including all paper and electronic copies of the Deliverables, will be provided to PVAMU upon the earlier of (i) the completion of the Services or (ii) the termination or expiration of this Agreement. The Deliverables and copies of the Deliverables are not to be used by Fred Pryor for any purpose other than the performance of the Services.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the “Disclosing Party”) to transfer information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (a) appropriate stamp or markings on the document exchanged, or (b) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. “Confidential Information” does not include information that: (a) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (b) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (c) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (d) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel who are directly involved with this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

7. COMPLIANCE WITH LAWS

- A. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

8. INDEMNIFICATION

Fred Pryor shall indemnify and hold harmless A&M System, PVAMU, and their regents, employees and agents (collectively the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of any acts or omissions of Fred Pryor or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from A&M System Indemnitee's gross negligence or willful misconduct.

9. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

10. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This

Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.

- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If Fred Pryor is a business entity, Fred Pryor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Fred Pryor has been duly authorized to act for and bind Fred Pryor.
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by Fred Pryor's service to PVAMU. Except as specifically required under the terms of this Agreement, Fred Pryor (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of PVAMU or the A&M System. As an independent contractor, Fred Pryor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Fred Pryor and its employees shall observe and abide by all applicable PVAMU policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. **Non-Assignment.** Fred Pryor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU.
- G. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written

amendment hereto and shall become effective on the date designated by such law or by regulation.

- H. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. PVAMU and Fred Pryor can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

PVAMU:

Prairie View A&M University
 Cooperative Agricultural Research Center
 620 EE O'Banion St, MS 2008
 Prairie View, TX 77446
 Attention: Yvette Erickson
 Telephone: 4403615670
 Email: yjerickson@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
 P.O Box 519, MS 1311
 Prairie View, Texas 77446-0519
 Telephone: +1 936-261-1902
 Email: Contracts@pvamu.edu

Fred Pryor:

Fred Pryor Seminars
 5700 Broadmoor Street, Suite 300
 Mission, KS, 66202
 Attention: Roslyn Eastham
 Telephone: 913.379.4323
 Email: reastham@pryor.com

- K. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, 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.
- L. **Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.
- M. **Non-Waiver Privileges and Immunities.** PVAMU is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. Fred Pryor expressly acknowledges that PVAMU is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of PVAMU.
- N. **Public Information.** Fred Pryor acknowledges that PVAMU 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 Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU's written request, and at no cost to PVAMU, Fred Pryor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. Fred Pryor acknowledges that PVAMU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Fred Pryor agrees that this Agreement can be terminated if Fred Pryor knowingly or intentionally fails to comply with a requirement of that subchapter.
- O. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, Fred Pryor certifies that it is not ineligible to receive

the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

- P. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Fred Pryor agrees that any payments owing to Fred Pryor under this Agreement may be applied directly toward certain debts or delinquencies that Fred Pryor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- Q. **State Auditor's Office.** Fred Pryor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Fred Pryor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Fred Pryor will include this provision in all contracts with permitted subcontractors.
- R. **Loss of Funding.** Performance by PVAMU under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, PVAMU will issue written notice to Fred Pryor and PVAMU may terminate this Agreement without further duty or obligation hereunder. Fred Pryor acknowledges that appropriation of funds is beyond the control of PVAMU. In the event of a termination or cancellation under this Section, PVAMU will not be liable to Fred Pryor for any damages that are caused or associated with such termination or cancellation.
- S. **Prior Employment.** Fred Pryor acknowledges that Section 2252.901, *Texas Government Code*, prohibits PVAMU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement. If Fred Pryor is an individual, by signing this Agreement, Fred Pryor represents and warrants that it is not a former or retired employee of PVAMU that was employed by PVAMU during the twelve (12) month period immediately prior to the effective date of the Agreement.
- T. **Conflict of Interest.** Fred Pryor certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or the A&M System, has a direct or indirect financial interest in Fred Pryor or in the transaction that is the subject of this Agreement.
- U. **Franchise Tax Certification.** If Fred Pryor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Fred Pryor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Fred Pryor is exempt from the payment of franchise (margin) taxes.

V. **Not Eligible for Rehire.** Fred Pryor is responsible for ensuring that its employees involved in any work being performed for PVAMU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event PVAMU becomes aware that Fred Pryor has a NEFR Employee involved in any work being performed under this Agreement, PVAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by PVAMU.

W. **Certification Regarding Business with Certain Countries and Organizations.** Fred Pryor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Fred Pryor acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

Fred Pryor represents and warrants that Fred Pryor is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Fred Pryor acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of A&M System. If this Agreement is terminated due to a false certification, Fred Pryor will immediately reimburse PVAMU for all prepaid costs.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below their signatures.

**PRAIRIE VIEW A&M
UNIVERSITY**

Robert Hall

Signature

Robert Hall

Name

Director, Procurement and Contract Admin
Title

8/20/2025 | 1:59 PM CDT

Date

FRED PRYOR SEMINARS

Derick Shupe

Signature

Derick Shupe

Name

CFO
Title

8/20/2025 | 10:27 AM CDT

Date

EXHIBIT A
Scope of Work

See attached: Fred Pryor Seminars Training Quote and Course Tailoring

EXHIBIT B
Pricing & Payment

See attached: Fred Pryor Seminars Training Quote and Course Tailoring

EXHIBIT C
Insurance Requirements

A. Fred Pryor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Prairie View A&M University (“PVAMU”). By requiring such minimum insurance, PVAMU shall not be deemed or construed to have assessed the risk that may be applicable to Fred Pryor under this Agreement. Fred Pryor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Fred Pryor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to PVAMU at least ten days before the effective date of the cancellation.

1. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$300,000
Medical Payments	\$5,000
Personal / Advertising Injury	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000

The required commercial general liability policy must be issued on a form that insures Fred Pryor’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

2. Automobile Liability \$1,000,000 or \$5,000,000

Business auto liability insurance covering all owned, non-owned, or hired automobiles, with limits of not less than \$1,000,000 (or \$5,000,000 for bus charter companies) single limit of liability per accident for bodily injury and property damage.

3. Worker’s Compensation

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee

\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for PVAMU. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

- B. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and Prairie View A&M University as additional insureds up to the actual liability limits of the policies maintained by Fred Pryor. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. If an Umbrella policy is required herein, then the Umbrella, at minimum, must follow form.
- C. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and Prairie View A&M University.
- D. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to PVAMU ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- E. Fred Pryor shall deliver to PVAMU evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by Fred Pryor under this Agreement. Fred Pryor shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- F. Any deductible or self-insured retention must be declared to and approved by PVAMU prior to the performance of any services by Fred Pryor under this Agreement. Fred Pryor shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. "Certificate Holder" portion of the Certificate of Insurance shall read as follows:

The Board of Regents for and on behalf of The Texas A&M
University System, The Texas A&M University System, and
Prairie View A&M University
Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519

H. Certificates of insurance and additional insured endorsements as required by this Agreement must be emailed to Contracts@pvamu.edu.

The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by PVAMU in writing.



TRAINING QUOTE

Ktina Jones

Training & Development Specialist | College of Agriculture & Human Sciences
Agriculture and Business Building, Rm. 404
Mar 17, 2025

Why choose Pryor Learning?

- Flexible, customized training solutions, including curriculum development.
- Enhanced pre- and post-training consultations.
- Increased employee commitment through reinforced training opportunities.
- Skill development and application with real results from experienced trainers.
- Over 40 years' experience in effective course development.

Training Program: Live In Person Instructor Lead Training	Training Days	Maximum Participants	Fee
Delegation Skills for Managers & Supervisors	15-Sep	35	\$3,600.00
Give Effective Feedback and Maintain Positive Relationships	15-Oct	35	\$3,600.00
Microsoft® Excel® Basics	19-Nov	35	\$3,600.00
How to Have Sensitive and Difficult Employee Conversations	3-Dec	35	\$3,600.00
Microsoft® Excel®: Beyond the Basics	9-Dec	35	\$3,600.00
How to Manage Conflict and Confrontation	28-Feb	35	\$3,600.00
Project Management	28-Feb	35	\$3,600.00
Developing Emotional Intelligence	28-Feb	35	\$3,600.00
Totals	8		\$28,800.00



Our daily rate covers all trainer costs (including travel, accommodations, etc.), a conversation ahead of the workshop, and your digital/fillable workbooks/materials for participants along with certificates of completion.

Course Tailoring

The customer is our best resource for designing training programs—our private, on-site courses are tailored to meet the customers' needs and address the issues that are most important to them. Customer interviews, evaluations, and continuous development opportunities for our trainers allow us to refine our training methods and course materials into the most effective and current training strategies available. Our company's approach to training combines dynamic course material with a tailored approach, so employees learn valuable tools and techniques that will help them be more effective in the workplace.

Please Note:

- Fee is guaranteed for 30 days and includes all necessary training materials.
- Cancellation charges equal 50% of date(s) cancelled and an increase in fee for other dates ordered.
- Date and or topic changes within 45 days of the scheduled workshop will result in a \$750 charge.
- Use of Pryor Learning, LLC. training resource is subject to Terms of Use available at lms.pryor.com/about/terms_of_use.
- Trainers may not be hired independently of Pryor Learning Solutions, LLC.
- Please, no audio/video taping of the seminar.
- Payment is due upon receipt of the invoice.
We prefer MasterCard, Visa or American Express.

1	Live, in-person led professional development training September 15th, 2025 --Delegation Skills for Managers and Supervisors	SVC	1	3,600
2	Live, in-person led professional development training October 15th, 2025 - Give Effective Feedback and Maintain Positive Relationship:	SVC	1	3,600
3	Live, in-person led professional development training, November 19thm 2025 - Microsoft Excel Basics	SVC	1	3,600
4	Live, in-person led professional development training, December 3rd, 2025 - How to Have Sensitive and Difficult Employee Conversations	SVC	1	3,600
5	Live, in-person led professional development training, December 9th, 2025 - Microsoft Excel: Beyond the Basics	SVC	1	3,600
6	Live, in-person led professional development training - February 28th, 2026 - How to Manage Conflict and Confrontation	SVC	1	3,600
7	Live, in-person led professional development training - March 2026 - Project Management	SVC	1	3,600
8	Live, in-person led professional development training, April 2026 - Developing Emotional Intelligence	SVC	1	3,600

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