

NIKKY FINNEY

This contract is entered into by and between **NIKKY FINNEY**, (“Speaker”), 516 Congaree Avenue, Columbia, SC 29205 and **PRAIRIE VIEW A&M UNIVERSITY** (“Sponsor”), 100 University Drive, Prairie View, TX 77446, effective as of the date shown below.

The **Speaker** agrees to serve as the Toni Morrison Writer-in-Residence, which includes three in-person visits to Prairie View A&M University in the 2026-2027 academic year in the following capacity:

VISIT ONE (FALL SEMESTER) — NOVEMBER 3 – 6, 2026

Tuesday, November 3:

- Speaker arrives in Houston in the late afternoon or early evening;

Wednesday, November 4:

- ~afternoon: Public Reading and Q&A with Audience on PVAMU Campus, followed by a book signing. The audience will be approximately 125 students, faculty, & staff;

Thursday, November 5:

- ~morning: Class Visit or Other Engagement with College Students;
- 3:30 pm: Instruct Master Class (two hour course) There will be 30 – 35 students in the class;

Friday, November 6:

- Speaker departs Houston.

VISIT TWO (SPRING SEMESTER) — MARCH 16 – 19, 2027

Tuesday, March 16

- Speaker arrives in Houston in the late afternoon or early evening;

Wednesday, March 17

- ~evening: Speech on the occasion of the Honors and Founders Day Convocation. Essay topic will be in honor of the University and its founders/ PVAMU Sesquicentennial (essay and commentary will be aligned with the sesquicentennial theme, “Rooted in Resilience, Rising in Eminence”). An original essay will be delivered as a speech. It is *not*, however, a commissioned poem;

Thursday, March 18

- 3:30 pm: Instruct Master Class (two hour course). There will be 30 – 35 students in the class;
- Informal engagement of Honors Program students and some of their guests (N=20)

Friday, March 19

- Speaker departs Houston.

VISIT THREE (SPRING SEMESTER) — APRIL 20 – 23, 2027

Tuesday, April 20

- Speaker arrives in Houston in the late afternoon or early evening;

Wednesday, April 21

- ~morning: Time spent with engaging small group of faculty with special interest in student writing;
- ~afternoon: Event with high school students — stimulate interest in writing and build students' confidence in their writing capability. A group of students in grades 9-12;

Thursday, April 22

- ~morning: Sitting for summary interview;
- 3:30 pm: Instruct Master Class (two hour course). There will be 30 – 35 students in the class;

Friday, April 23

- Speaker departs Houston.

The **Sponsor** agrees to provide the following consideration:

- An honorarium and travel expenses in the amount of sixty thousand, ten dollars and no cents (\$60,010.00) payable to Nikky Finney and delivered under the following terms:
 - \$10,000.00 deposit will be provided before August 15, 2026;
 - \$15,000.00 honorarium will be provided by November 6, 2026;
 - \$15,000.00 honorarium will be provided by March 19, 2027;
 - \$15,000.00 honorarium will be provided by April 22, 2027.
 - \$5,010.00 (reimbursement for travel up to \$4,050; reimbursement for meals up to \$960), to be reimbursed following events with receipts;
- All ground transportation required while Speaker is in Houston;
- Correspond on all logistical matters with Vaughan Ashlie Fielder at The Field Office, LLC.

Terms: It is understood that this contract is binding on both parties; it cannot be cancelled except as follows: The Speaker and the Sponsor mutually agree that either party may cancel this contract and all parties shall be released from any liability or damages hereunder, if the Speaker or Sponsor is unable to fulfill the terms of this contract due to an act of God or any other legitimate conditions beyond the control of the Speaker or Sponsor. However, it is agreed by both parties that best efforts will be made by both parties to so adapt so that the event(s) will be presented as scheduled.

Agreed and Accepted:

Speaker

Sponsor: PRAIRIE VIEW A&M UNIVERSITY

Nikky Finney

Joahanne E. Thomas-Smith

Nikky Finney

Dr. E. Joahanne Thomas-Smith

Date: 7/10/2026 | 9:21 AM CDT

Date: 7/9/2026 | 2:39 PM CDT

Airfare Between Columbia, SC and Houston, TX*

November 3 - 6: \$700 (Round trip in Delta Economy comfort)

March 16 - 19: \$800 (Round trip in Delta Economy comfort)

April 20 - 23: \$750 (Round trip in Delta Economy comfort)

*Estimates based on quotes for Delta flights in Economy comfort for the dates indicated on July 1, 2026.

Subtotal Airfare: \$2,250

Accommodations in Waller, TX (approximately 5 miles from PVAMU)*

\$200 per night x 9 nights = \$1,800

Subtotal Accommodations: \$1,800

*Based on flexible stay King room at the Best Western Plus Waller Hotel

TOTAL TRAVEL REQUESTED: \$4,050

NIKKY FINNEY

Invoice

To: Prairie View Texas A&M University

From: NIKKY FINNEY

Re: Payment for 2026-2027 Toni Morrison Writer-in-Residence

Invoice: 07092026

Date: July 9, 2026

Item	Total
Payment to serve as 2026-2027 Toni Morrison Writer-in-Residence	Sixty thousand, ten dollars and no cents \$60,010.00 payable to Nikky Finney and delivered under the following terms: \$10,000.00 travel allotment will be provided before August 15, 2026; \$15,000.00 honorarium will be provided by November 6, 2026; \$15,000.00 honorarium will be provided by March 19, 2027; \$15,000.00 honorarium will be provided by April 22, 2027; \$5,010.00 (reimbursement for travel up to \$4,050; reimbursement for meals up to \$960), to be reimbursed following events with receipts.
TOTAL	\$60,010.00

Please remit check or ACH payment to:

Nikky Finney
516 Congaree Avenue
Columbia, SC 29205

VENDOR CONTRACT ADDENDUM

This addendum (“Addendum”) amends and supplements the **Finney – PVAMU document** (“Agreement”) between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (“PVAMU”), and Nikky Finney, (“Presenter”) dated November 3, 2026. All terms used herein and not otherwise defined shall have the same meaning as in the Agreement. PVAMU and Presenter may be individually referred to as “Party” or collectively referred to as “Parties.” Both Parties agree that the Agreement is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Agreement and in the event of any conflict in the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. The following language is added to the Agreement:

MISCELLANEOUS CLAUSES

Compliance with Laws. Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.

Entire Agreement. This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof 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.

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).

Indemnification. Subject to the statutory duties of the Texas Attorney General, Presenter shall indemnify, defend and hold harmless PVAMU, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the good or services provided by Presenter under this Agreement infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) Presenter’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of Presenter or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

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 Presenter's service to PVAMU. Except as specifically required under the terms of this Agreement, Presenter (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of PVAMU or A&M System. As an independent contractor, Presenter is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. Presenter and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of PVAMU and A&M System, including those applicable to conduct on its premises.

Insurance. Presenter shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Appendix A hereof.

No Impediments. Presenter represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent Presenter's performance of the Services.

Non-Assignment. Presenter shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.

Non-Waiver of Defaults. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU and Presenter 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
Dean - Arts & Science
P.O Box 519
Prairie View, TX 77446
Attention: E. Joahanne Thomas-Smith
Telephone: 936-261-2217
Email: ejthomas-smith@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

Presenter:

Nikky Finney
516 Congaree Avenue
Columbia, SC 29205
Columbia, SC 29205
Attention: Nikky Finney
Telephone: (859) 379-5538
Email: nikkyfinney@gmail.com

Organization. If Presenter is a business entity, Presenter 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 Presenter has been duly authorized to act for and bind Presenter. Upon PVAMU's request, Presenter shall promptly deliver to PVAMU (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.

Refund of Deposit/Prepayment. In the event this Agreement is canceled and/or terminated by Presenter for reason not attributable to PVAMU or if canceled and/or terminated by PVAMU for default of performance by Presenter, then within thirty (30) days after cancellation and/or termination, Presenter will reimburse PVAMU for all advance payments paid by PVAMU to Presenter that were (i) not earned by Presenter prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from Presenter prior to cancellation and/or termination.

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.

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.

Termination. PVAMU may terminate this Agreement for no cause on thirty (30) days' written notice to Presenter. Furthermore, any provision automatically renewing or extending the term of this Agreement shall have no effect or be enforceable against PVAMU under this Agreement.

U.S. Currency. All amounts payable hereunder shall be paid in United States dollars.

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.

STATE AGENCY CLAUSES

Conflict of Interest. Presenter 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 A&M System, has a direct or indirect financial interest in Presenter or in the transaction that is the subject of this Agreement.

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*, Presenter 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.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Presenter to attempt to resolve any claim for breach of contract made by Presenter that cannot be resolved in the ordinary course of business. Presenter shall submit written notice of a claim of breach of contract under this Chapter to the Senior Vice-President for Business Affairs & CFO of PVAMU, who shall examine Presenter's claim and any counterclaim and negotiate with Presenter in an effort to resolve the claim. This provision and nothing in this Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.

Executive Order GA-43. To the extent that Presenter is providing goods to PVAMU under this Agreement, Presenter represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.

Executive Order GA-48. Presenter represents and warrants that Presenter is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) 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 (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Presenter 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 PVAMU or the A&M System. If this Agreement is terminated due to a false certification, Presenter will immediately reimburse PVAMU for all prepaid costs.

Export Control. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. Presenter certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals

and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

Franchise Tax Certification. If Presenter is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Presenter certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Presenter is exempt from the payment of franchise (margin) taxes.

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.

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.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

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 Presenter and PVAMU may terminate this Agreement without further duty or obligation hereunder. Presenter 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 Presenter for any damages that are caused or associated with such termination or cancellation.

Not Eligible for Rehire. Presenter 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 Presenter 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.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Presenter agrees that any payments owing to Presenter under this Agreement may be applied directly toward certain debts or delinquencies that Presenter 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.

Prior Employment. Presenter 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 Presenter is an individual, by signing this Agreement, Presenter 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.

Prohibited Software, Applications, and Developers. Presenter certifies that it is not: (a) an entity listed on the Higher Education Research Security Council's list of prohibited software/applications/developers at <https://www.highered.texas.gov/prohibited-software-applications-developers/> (the "HERSC List"), or a subsidiary or affiliate of such an entity, or (b) providing, under this Agreement, software that is either on or provided by an entity on the HERSC List. Presenter acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate, and Presenter will refund to PVAMU all amounts prepaid by PVAMU under this Agreement within thirty (30) days following the effective date of termination.

Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations. Presenter certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Presenter acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.

Prompt Payment. 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.

Public Information. Presenter 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, Presenter 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. Presenter 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 Presenter agrees that this Agreement can be terminated if Presenter knowingly or intentionally fails to comply with a requirement of that subchapter.

State Auditor's Office. Presenter 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*. Presenter agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Presenter will include this provision in all contracts with permitted subcontractors.

Tax Exempt. As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to Presenter upon request.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

ACCEPTED & AGREED:

PRAIRIE VIEW A&M UNIVERSITY

NIKKY FINNEY

Robert Hall

Signature

Robert Hall

Name

Director, Procurement and Contract Admin

Title

8/19/2026 | 2:44 PM CDT

Date

Nikky Finney

Signature

Nikky Finney

Name

Visiting Writer

Title

8/19/2026 | 10:56 AM CDT

Date