

**BOARD OF REGENTS FOR  
OKLAHOMA STATE UNIVERSITY  
AND THE  
AGRICULTURAL & MECHANICAL COLLEGES  
PURCHASING DEPARTMENT  
1224 NORTH BOOMER ROAD • STILLWATER, OKLAHOMA • 74078  
405-744-5984**

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
<b>Aug 4, 2021</b>	<b>P1294877</b>	<b>0</b>
<b>Buyer Information</b>		
Contact	Shawna Goodwin	
Email	shawna.goodwin@okstate.edu	
Phone	+1 405-744-5328	

**Order acceptance instructions:**

**Reg. No. 73-73-0163K, for tax free transaction under Chp. 32 of the IRC. Exempted from sales tax by Title 68, Section 1356(a) of the OK Statutes. . . . .**  
**. . . . . This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.**

Supplier Information		Delivery Information		Billing Address	
Supplier Name	Kepler Assoc Inc	<b>Delivery Address</b>		OK Corral	
Address	3030 Clarendon Blvd Ste 700 Arlington, Virginia 22201-6519 United States	OK State Univ WHITEHURST HALL		Oklahoma State University	
Phone	+1 703-516-4000	Attn:	SHAWNA GAIL GOODWIN	University Accounting	
Fax	+1 703-516-4819	Room/Blg	201	405-744-5865	
F.O.B.	Destination	Dept	AAE0101 - VP FOR STUDENT AFFAIRS	Email:	shawna.goodwin@Okstate.edu
Payment Terms	Net 30 unless otherwise specified		STILLWATER, OK 74078	304 Whitehurst	
Contract #	no value		United States	Stillwater, OK 74078	
Purchasing Contact	Joe Teel 405.744.8403	ShipTo Address	OSU177	United States	
		Code			
		<b>Delivery Information</b>			
		Requested Delivery Date			
		Expedite	No		
		Ship Via	Best Carrier-Best Way		

**Shipping Instructions**

Supplier Terms and Conditions

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Soledad O'Brien to speak on Thursday, January 20, 2022, for the MLK Commemoration	1	1/EA	40,000.00 USD	1 EA	40,000.00 USD
	Taxable	No				
	Capital Expense	No				
	PO Clauses	Refer below				

Attachments for supplier

SGD.Customer Agre...

External Note

SEE ATTACHED SIGNED AGREEMENT, EDITS WERE MADE TO COMPLY WITH OKLAHOMA LAW.

Total **40,000.00 USD**

**Billing Information**

**PO Terms**

Charge to PO  
Listed Above

Header -18

Non-  
Appropriation

The terms of this Purchase Order, if issued under a contract for multiple years shall be contingent upon sufficient appropriations being made. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the department may terminate its obligations under the contract if sufficient appropriations are not made by the Board of Regents for the Oklahoma Agricultural and Mechanical Colleges, Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) department's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

Contract *no value*

Quote number

PO Clauses Refer to PO Terms

-19 Payment  
Terms

Payments terms shall be Net 30 days from receipt of goods/services and invoice.

-9 FOB

Shipping terms shall be FOB destination. Collect Shipments will be refused.



Theo Moll  
 tmoll@keplerspeakers.com  
 703-516-4000  
 Contract No: K-1015050  
 Keppler Tax ID: 52-1281937

## Appearance Agreement

This Agreement made and entered into on July 26, 2021, by and between Keppler Associates, Inc. d/b/a Keppler Speakers (hereinafter "Associates") and Oklahoma State University - Stillwater (hereinafter "Customer"), Department of Housing and Residential Life 100 Iba Hall, Stillwater, Oklahoma 74078. Associates hereby agrees to provide the services of Speaker to lecture (perform) subject to the following terms:

**Speaker:** Soledad O'Brien  
**Date of Event:** Thursday, January 20, 2022  
**Nature of Event:** Martin Luther King Jr. Day Commemoration  
**Speech Title:** To be determined by Speaker  
**Speech Length:** 40 Minutes followed by Q&A  
**Event Location:** McKnight Center for the Performing Arts  
 705 W University Avenue  
 Stillwater, OK 74074

### Event Schedule:

(all times listed are CST)

- 6:00 pm - 7:30 pm Martin Luther King Commemoration Keynote Event
- Keynote address (30 - 45 Minutes)
- Singing by student group (15 Minutes)
- Acknowledging the art and essay winners (15 Minutes)

### Additional Requirements:

\*Speaker to participate in a 1-Hour Q&A session with journalism students - time to be determined based on Speaker preference and travel arrangements

**Honorarium:** USD \$40,000.00 inclusive of all Speaker expenses

**Agreement Due Date:** Monday, August 9, 2021

**Honorarium:** \$40,000.00

**Honorarium Due Date:** Thursday, February 3, 2022

Associates reserves the right to declare this Agreement null and void if the required payments are not received by the due dates specified above.

No additional appearances, seminars, discussion groups, receptions, dinners, press interviews, TV or radio arrangements, etc. shall be planned by the Customer nor expected of the Speaker, unless expressly stated in this Agreement. The honorarium is understood to be for the **event schedule only**; any other activities are to be treated independently unless expressly stated in this Agreement.

### Speaker's Hospitality Requirements:

1. Dietary Restrictions: Speaker follows a vegan diet.

Agreed:   JDT   (Initials)

### Speaker's Technical Requirements:

1. Lectern with an attached microphone and a glass of water.
2. If Speaker is showing clips during her speech, they will be sent electronically 1-2 two business days in advance of event for you to download and test before showing during middle of speech. An AV check is not needed just have your AV technician ready during the speech for the verbal cue, "please roll the clip."
3. Speaker asks for a 20-Minute phone call with the Customer to discuss event details; Speaker prefers that, if possible, the call is with one point-of-contact from the Customer organization and that it take place a couple of weeks ahead of the event/recording.

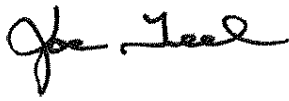
Agreed:   JDT   (Initials)

Customer agrees to all terms, including both the *Technical and Hospitality Requirements* above and the *Additional Terms and Conditions* below. The representative of the Customer, in signing this Agreement, warrants that (s)he signs as the duly authorized representative of the Customer.

\* **Kepler Associates, Inc. d/b/a Kepler Speakers**  
**Oklahoma State University - Stillwater**

\* **Oklahoma State University - Stillwater**  
**Kepler Associates, Inc. d/b/a Kepler Speakers**

Signature: Alison Goehring  
 Print Name: Alison Goehring  
 Title: Contract Specialist  
 Date: 8/5/2021

Signature:   
 Print Name: Joe Teel  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Digitally signed by Joe Teel  
 DN: cn=Joe Teel, o=OSU/A&M,  
 ou=The Office of Central  
 Procurement,  
 email=joe.teel@okstate.edu, c=US  
 Date: 2021.08.03 15:09:54 -05'00'

### Additional Terms and Conditions of This Agreement

- 1) **Independent Contractor.** In all aspects of arranging the Speaker's appearance for Customer, Associates shall be deemed to be acting as an independent contractor and shall not be responsible in any way for the Speaker's acts, omissions, statements, or any commitment made by the Speaker.
- 2) **Publicity/Advertising.** Customer shall not publicize Speaker's appearance as part of this Event until this Agreement is fully executed and all deposit payments are paid according to the terms herein. Speaker's name and likeness may not be used on any products or merchandise without Speaker's prior written permission. All communications, including mailings, digital marketing, social media posts, websites, newsletters, solicitations, publicity, and/or promotion of any kind, in print or electronic form, that includes or references Speaker must be specifically approved in advance by Associates.
- 3) **Sponsors.** Associates shall have the right to approve any entity or individual, other than the Customer, who will be in any way acknowledged or associated with the Event. This includes, but is not limited to, any individual or entity which receives placement or advertisement during the Event, in any manner, including, but not limited to, as a co-sponsor, speaker, introducer or moderator in promotional aspects, invitations, signage at the Event, recognition on Customer's website, or appearance in live streams or post-Event recordings.
- 4) **Recording, Streaming, or Broadcasting Speaker's Performance.** Unless otherwise permitted in this Appearance Agreement or any addendum hereto, no lecture or performance shall be broadcast, video recorded, audio recorded, live streamed or otherwise reproduced by the Customer without the express written consent of Associates or Speaker.
- 5) **Live Virtual Events.** If the event specified in this Agreement is to be conducted online, or through any means other than an in-person presentation by Speaker, or if the event is initially planned as an in-person presentation and subsequently converted to online form, the terms of this Agreement shall be supplemented by the terms in this paragraph. Customer agrees to provide a reliable technology platform suitable for both audience and Speaker use and will use best efforts to ensure there are no delays, delivery failures, viruses, hacker intrusions or other damage resulting from use of the platform. Customer shall be responsible for training Speaker on the use of the platform, and for any testing of the platform required. If an unrecoverable platform or connectivity failure occurs, either prior to or during the Speaker's presentation, Associates and Customer will make reasonable efforts to reschedule the event, subject to Speaker availability and negotiation of terms, which may include additional fees. Customer agrees to comply with all laws and regulations governing personal privacy and personal data protection while preparing or using the technology platform.
- 6) **Pre-Recorded Virtual Events.** Unless otherwise agreed in writing between Customer and Speaker or Associates before recording takes place, all pre-recorded presentations by Speaker are governed as follows: (a) Once a completed recording is delivered to Customer, Speaker's obligations under this Agreement shall be deemed fulfilled in their entirety, (b) Associates will be free to release Speaker's Honorarium to Speaker, and Customer agrees to hold Associates harmless from and against any and all claims related to such release, and (c) Customer shall make no additions, deletions or other modifications of any kind to the pre-recorded presentation without express written permission of Speaker or Associates, and such permission may be subject to availability of Speaker and determination of an additional Honorarium.
- 7) **Confidentiality.** The Parties agree that the terms of this Agreement, including but not limited to the Speaker's Honorarium, shall be kept confidential except as required by law.
- 8) **Venue Requirements.** As applicable, Customer agrees to furnish a suitable place for the lecture or performance, properly lighted, heated and/or cooled, with an adequate public address system. The Customer further agrees to obtain all necessary licenses and insurance for the venue and performance therein.
- 9) **Visa and Work Permits.** Customer agrees to procure and pay for all necessary visas, permits, and international travel documents for Speaker to enter, perform in, and depart from the place of the Event(s). Neither Speaker nor Associates shall be in breach of this Agreement, or incur any liability or costs, if Customer fails to procure the foregoing in sufficient time for the Speaker to perform at any or all of the Event(s).
- 10) **Taxes.** Certain jurisdictions require the Customer to withhold taxes for speakers who are not residents of the state in which they are hired to perform. In said jurisdictions, the Customer agrees that it shall be responsible for the payment of all such state and/or local taxes. Accordingly, the Customer agrees not to reduce the Honorarium by the amount in taxes that the Customer is required to withhold. This provision does not prohibit the Customer from seeking a waiver from withholding from the Speaker pursuant to local law.
- 11) **Force Majeure.** In the event that the performance is prevented due to acts of God, illness or physical disability of the Speaker, acts or regulations of public authorities, labor difficulties, civil tumult, strike, epidemic, flood, fire, interruption or delay of transportation, inclement

weather, or any other cause beyond the control of the parties, then the parties agree that the condition will not exempt but will merely suspend either party from its duty to perform the obligations under this Agreement until as soon as practicable after a force majeure condition ceases to exist.

- 12) **Customer Cancellation.** If the Customer cancels more than 90 days prior to the date of the Event, Customer shall be responsible to Associates for 50% of the Speaker's Honorarium. Associates agrees to apply any payment received towards the 50% fee. If the Customer cancels 90 days or less prior to the date of the Event, Customer shall be responsible for the entire Speaker's Honorarium. Customer agrees that the foregoing represents a fair and equitable measurement of the losses for which Customer shall be responsible.
- 13) **Speaker Cancellation.** If, for any reason, the Speaker is delayed or cannot appear, Associates will immediately notify the Customer to arrange a mutually agreeable change of date and/or a substitute speaker of the Customer's choosing, or, if necessary and desired by the Customer, Associates will agree to the cancellation of this Agreement. Customer and Associates further agree that, should the Speaker be unable to appear as scheduled due to an unforeseen emergency, or overriding professional commitments, and the Event cannot be rescheduled to a mutually agreeable date, Associates will refund any payments it has received from the Customer. Beyond the return of any payments received, Associates shall have no liability for any expenses or losses incurred by the Customer and the Customer accepts the return of any payments to be its sole remedy under this Agreement for any alleged damages incurred in connection with the Speaker's cancellation. If the Speaker is unavoidably delayed but arrives and presents his/her Event in full as directed by the Customer, the engagement will be considered to have been completed as agreed, and all fees, honoraria, and other charges shall be due in full unless otherwise agreed to in writing by Associates or the Speaker.
- 14) **Choice of Law.** This Agreement shall be governed by, and its terms construed in accordance with, the laws of the Commonwealth of Virginia applicable to contracts wholly executed and performed therein, without regard to conflict of laws or choice of law provisions.
- 15) ~~Disputes. Any controversy or dispute relating to or arising under this Agreement shall be resolved by arbitration in accordance with the rules then existing of the American Arbitration Association. Any arbitration hereunder shall be before one arbitrator chosen by the American Arbitration Association. The arbitrator's award shall be final, and judgment upon the award rendered may be entered in any state, federal or other court having jurisdiction. The prevailing party shall be entitled to reimbursement from the other party for all costs and expenses (including reasonable legal fees) incurred by the prevailing party in connection with such controversy or dispute.~~
- 16) **Entire Agreement.** This Agreement contains the entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior Agreements or prior understandings, whether written or oral, between the parties. Any alterations or additions to this Agreement are effective only if in writing and signed by both parties.

State of Oklahoma