March 10, 2020

Dear Raegan,

This letter of agreement ("Agreement") confirms the participation of Southwest Airlines Co. ("Carrier") in the University of Virginia ("Customer") travel program. We are pleased to present the following performance based offer outlined below.

CUSTOMER TO RECEIVE:

- Agreement effective April 1, 2020 ("Effective Date") through March 31, 2021.
  - Carrier’s fares exclude any applicable transportation tax, excess baggage charges, airport taxes, federal inspection fees, passenger facility charges, departure taxes, GST, sales, transfer or use taxes, or any similar taxes, levies or charges, or any other ancillary duties and charges, and Eligible Travelers shall pay such taxes, fees, or charges.

- Eligible Distribution Channels

  SGS--99736626--Dedicated
  SWABIZ--99736626--Dedicated
  SWABIZ (domestic and/or international)
  Southwest Gateway Services (domestic and/or international)

- Southwest Airlines Rapid Rewards frequent flyer bonus points:
  - Bonus Points are valid from April 1, 2020 until March 31, 2021
  - 100% Rapid Rewards Frequent Flyer bonus points for all flown segments booked via SWABIZ/SGS CID # 99736626
  - Rapid Rewards Membership link to include in traveler communication and internal sites:
    - [www.southwest.com/corporaterapidrewards](http://www.southwest.com/corporaterapidrewards)
CARRIER TO RECEIVE:

- Designation of Southwest Airlines as a Preferred Carrier within Customer’s travel program and policy

- Flown Segment Targets:

| Minimum Quarterly Flown Segments | 32 |

- Communication of offer to Customer’s travelers and travel agents.

- Commitment to meet quarterly to review contract performance and share Carrier and total airline market share reports.

TERMS AND CONDITIONS

This Agreement is not effective until signed by both parties.

Either party may terminate this Agreement by 14-days’ prior written notice to the other, but in any event it shall terminate at the end date of the period as identified above, unless mutually extended in writing.

Neither party may assign their rights or obligations under this Agreement without the express written consent of the other. This Agreement may be executed in one or more counterparts (sent via mail, facsimile, PDF, or similar means), each of which shall be deemed an original and all of which together shall constitute one and the same agreement. No oral statements or conversations between the parties hereto or their representatives, whether the same shall have been express or implied, occurring either before or after the execution of this Agreement, shall be construed as having any bearing or affect upon this Agreement or any portion hereof, it being understood that this written Agreement embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof.

Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising in connection with this Agreement, whether in an action in contract, tort, strict liability, or negligence, even if advised of the possibility of such damages.
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SOUTHWEST AIRLINES CO.

By:  

Printed Name: Kevin Sullivan  
Title: Senior Director, Southwest Business  
Date: Mar 27, 2020

UNIVERSITY OF VIRGINIA

By:  

Printed Name:  
Title: The Rector and Visitors of the University of Virginia  
Date: 3/26/2020

The Rector and Visitors of the University of Virginia
Angelo Maurelli
Associate Vice President for Financial Operations

Tracking PO: UVA-VSA-TRAV-00199
Corp Travel LOA - University of Virginia_ 2020-04-01 - 2021-03-31 changes accepted AN (002)  
Final Audit Report  

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"Corp Travel LOA - University of Virginia_ 2020-04-01 - 2021-03-31 changes accepted AN (002)" History

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