

# TRINITY UNIVERSITY

## VENDOR MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into effective as of \_\_\_\_\_  
(Effective Date), by and between Trinity University (hereafter "Trinity"), and \_\_\_\_\_  
\_\_\_\_\_ (hereafter "Vendor").

WHEREAS, Trinity desires to retain the Vendor to provide \_\_\_\_\_  
\_\_\_\_\_  
(hereafter "Professional Services")

WHEREAS, Vendor desires to provide these Professional Services and has the experience and skill to do so;

NOW THEREFORE, for good and valuable consideration, as set forth herein, the parties agree as follows:

1. Engagement. Trinity hereby engages the Vendor to provide the Professional Services described on a Statement of Work substantially in the form of Exhibit A, and Vendor hereby accepts such engagement, pursuant to the terms and conditions contained herein. Each Statement of Work shall contain, at a minimum, a description of the Professional Services to be performed, description of deliverable(s), the schedule for completion, and compensation (including all fees and expenses).
2. Timing and Compensation. The Vendor shall perform the Professional Services in the timeframe and for the compensation set forth in the Statement of Work. Unless otherwise indicated in the Statement of Work, Vendor shall be responsible for invoicing Trinity upon completion of the Professional Services.
  - 2.1 Vendor shall be responsible for all costs and expenses incident to the performance of the Professional Services for Trinity, including but not limited to, all costs of equipment provided by Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Vendor and all other of Vendor's costs of doing business. Trinity shall not be responsible for any expenses incurred by Vendor in performing Professional Services for Trinity with the exception of those specifically identified in the Statement of Work (Exhibit A).
3. Independent Contractor. The Vendor shall at all times be an independent contractor as to Trinity and nothing in this Agreement or any associated Statement of Work is intended, nor shall anything be construed, to create between Trinity and Vendor any relationship of principal and agent, employer and employee, partnership or joint venture, and they shall not represent themselves otherwise.
4. Liability for Obligations and Taxes. The Vendor shall be liable for its own debts, obligations, acts or omissions, including but not limited to the payment of social security taxes, federal, state and city income taxes, workers' compensation insurance, public liability insurance, and all other required taxes and insurance applicable under existing laws.
5. Tax Exempt Status. Trinity is exempt from Texas Sales & Use Tax for the contracted Professional Services in accordance with Section 151.310, *Texas Tax Code*, and Title 34 *Texas Administrative Code* ("TAC") Section 3.322.
6. Compliance with Law and University Policies. The Vendor will perform its obligations under this Agreement and any associated Statement of Work in compliance with all applicable laws, regulations, ordinances and Trinity University policies, including but not limited to tobacco, weapons, golf carts, alcohol and drugs, anti-harassment and sexual misconduct. Trinity policies are available on its website.
7. Term and Termination. This Agreement is effective as of the Effective Date. Any associated Statement of Work will be effective as of the last date signed by both parties and shall continue until the Professional Services are complete or until terminated in accordance with this Agreement.
  - 7.1 Termination by Trinity. This Agreement and any associated Statement of Work may be terminated at any time by the mutual written consent of the Vendor and Trinity. Notwithstanding any provision of this Agreement to the contrary, Trinity may terminate this Agreement without cause and without

penalty, at any time, upon at least thirty (30) days written notice to Vendor. Trinity may immediately terminate this Agreement upon written notice for breach of Vendor's obligations to i) perform its obligations under this Agreement or any associated Statement of Work; (ii) failure to provide satisfactory Professional Services in accordance with reasonable industry standards, (iii) for loss of liability insurance, or (iv) for loss of required licenses or certifications for the Professional Services rendered under this Agreement or any associated Statement of Work.

7.2 Termination by the Vendor. If Trinity defaults in a material obligation under this Agreement, through no fault of the Vendor, and the default is not cured within thirty (30) days after receipt by Trinity of written notice thereof or if the default could not be cured within this time period, Trinity is not diligently attempting to cure the default, the Vendor may, upon seven additional days' written notice to Trinity, terminate the Agreement and recover from Trinity payment for Professional Services properly executed and reasonable, direct and proven costs incurred by reason of such termination (consequential and incidental damages specifically being excluded under this Section 7.2).

7.3 Effect of Termination. Termination of this Agreement and any associated Statement of Work will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Upon termination of this Agreement or any Statement of Work for any reason, Vendor shall cooperate with Trinity and do all things reasonably necessary to achieve an efficient transition of the Professional Services without detriment to the rights of Trinity. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement or any associated Statement of Work.

7.4 Force Majeure: If the property is rendered unsuitable for the conduct of the Vendor's activity by reason of force majeure, Trinity and the Vendor are released from their obligations under this contract. Force majeure means fire, earthquake, hurricane, flood, act of God, strikes, riots or civil commotions, war, pandemic, epidemic, or other outbreaks of diseases or other infections, or any other cause like or unlike any cause mentioned which is beyond the control of Trinity.

8. **Non-Discrimination.** The parties to this Agreement will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of their status as protected veterans or individuals with disabilities, and prohibits discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

9. Authority to Contract. The Vendor represents and warrants that the Vendor has the authority and the right to enter into this Agreement and to perform the Professional Services and provide the deliverables under this Agreement and any associated Statement of Work.

10. Insurance. Vendor shall secure and maintain insurance at its expense throughout the term of this Agreement and any associated Statement of Work and shall ensure that each of Vendor's independent contractors, subcontractors, consultants, agents, or other third parties at every tier employed directly or indirectly by Vendor for performance of the Professional Services maintains with insurance companies licensed to do business in the State of Texas and that have an A.M. Best rating of A- or better, the types of insurance and with the minimum limits as provided in Exhibit B. Vendor shall provide Trinity with Certificates of Insurance as evidence of the requested coverages set forth in Exhibit B at least 5 business days prior to commencing Professional Services for Trinity and annually thereafter. All insurance policies must require notice to Trinity 30 days before termination or restrictive amendment; contain waiver of subrogation rights as to Trinity; contain cross-liability and severability of interests coverage; be primary and non-contributory; and endorse Trinity University as an Additional Insured on all applicable policies. Vendor may be required to provide Certificates of Insurance for its independent contractors and subcontractors associated with this Agreement and associated Statement of Work with Trinity University endorsed as an Additional Insured and with the same requirements as above and for the same types and limits as included in Exhibit B.

Workers' Compensation. Vendor shall maintain workers' compensation insurance in accordance with Texas requirements. Neither Trinity nor Trinity's workers' compensation insurance shall cover Vendor or Vendor's employees, independent contractors, subcontractors or agents for any injuries or harm incurred by Vendor or Vendor's employees, independent contractors, subcontractors or agents while performing the Professional Services under this Agreement.

If Vendor does not subscribe to Workers' Compensation, Vendor agrees to self-insure for injuries or illnesses to its employees, contractors, subcontractors, independent contractors, agents, etc. arising out of the scope of work for the Professional Services rendered under this Agreement.

11. Indemnification. The Vendor agrees to indemnify, defend, and hold harmless Trinity, its trustees, officers, employees, agents, and volunteers from any and all loss, liabilities, claims, all injuries, including work-related claims, all illnesses, including of Vendor and its employees, independent contractors, subcontractors and agents, all auto liability claims of Vendor and its employees, independent contractors, subcontractors and agents, demands, expenses or costs, including attorneys' fees, arising out of or relating to this Agreement and any associated Statement of Work, and the acts or omissions of the Vendor or any of the Vendor's officers, employees, agents, independent contractors, subcontractors or vendors with respect to providing the Professional Services contemplated herein. Such right to indemnity under this Agreement shall be in addition to, rather than to the exclusion of, the rights of Trinity at law or in equity.
12. Limitation of Liability. In no event will Trinity be liable to the Vendor or any third-party for any special, indirect, incidental, exemplary, punitive, or consequential damages in any manner connected with or arising out of this Agreement or any associated Statement of Work. Regardless of the form of action, legal cause of action, or the basis for the claim, Trinity's maximum aggregate liability for damages under this Agreement shall be limited to the amount paid to the Vendor with respect to the Professional Services performed hereunder that gave rise to the claim or cause of action.
13. Warranty. The Vendor warrants to the Trinity that: (1) materials and equipment furnished under the Statement of Work will be new and of good quality unless otherwise required or permitted by the Statement of Work; (2) the Professional Services will be free from defects not inherent in the quality required or permitted; and (3) the Professional Services will conform to the requirements of the Statement of Work. Any material or equipment warranties required by the Statement of Work shall be issued in the name of Trinity, or shall be transferable to Trinity.
14. Delivery of Services. The Vendor will perform its Professional Services for Trinity in a professional manner and in accordance with applicable industry standards. Vendor will cooperate with Trinity to assure that the Professional Services provided are prudent, appropriate and professional. The Vendor shall enforce strict discipline and good order among the Vendor's employees and other persons carrying out the Professional Services. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

14.1 Safety Compliance. Vendor agrees to be responsible for ensuring that all Vendor's employees, subcontractors, agents, and any third parties contracted within performance of the Statement of Work are properly trained and adhere to all safety regulations and requirements, including but not limited to OSHA. Vendor is responsible for any fines, liability or other penalties arising from any violations by Vendor or its employees, agents, subcontractors or other third parties assigned to perform the Professional Services for or on behalf of Trinity. Vendor shall be responsible for performing the Professional Services under this contract in a safe, skillful, and professional manner and shall be liable for its own negligence and the negligent acts of its employees, subcontractors, agents and any third parties contracted with in performance of the Professional Services.

14.2 Protection Of Persons And Property. The Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Statement of Work. The Vendor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Professional Services and other persons who may be affected thereby, the Professional Services and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Vendor shall promptly remedy damage and loss to property caused in whole or in part by the Vendor, or by anyone for whose acts the Vendor may be liable. Vendor shall be responsible for ensuring adherence to safety regulations and requirements, take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Trinity's employees, students and third persons, on or adjacent to the work site. All work shall be done at Vendor's risk, without regard to fault or allocation of negligence.

14.3 Use of Site. The Vendor shall confine operations at the site to areas permitted by law, ordinances, permits, the Statement of Work, and Trinity.

14.4 Cleaning Up. The Vendor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Professional Services. At the completion of the Professional Services, the Vendor shall remove its property, equipment, surplus material; and shall properly dispose of waste materials.

15. Assumption of Risk. Vendor understands that there may be potential dangers incidental to the provision of Professional Services to Trinity, some of which may be dangerous and which may expose Vendor's employees to the risk of personal injuries, property damage, or even death. Vendor agrees that it knowingly and voluntarily assumes all such risks, both known and unknown and assumes full responsibility for such risks while providing Professional Services to Trinity.
16. Certification. Vendor shall maintain any and all certifications that are required under state and/or federal law and appropriate organizational licenses. Vendor shall also warrant that any employees or agents who provide Professional Services under this Agreement hold current licenses or certifications required for the provision of such Professional Services.
17. Background Checks. As required by Trinity policy, Vendor agrees that it will conduct local, state, and national criminal background checks and review of the national sex offender database, in addition to any other background checks required by applicable law and consistent with the duties and responsibilities associated with such individuals' positions, locations of work and other possible factors, prior to allowing an employee to perform services on campus or to have access to Trinity's Confidential Information, as determined by Trinity, and will require the same of any subcontractors, agents, or consultants assigned to do work for Trinity. Vendor further agrees that all employees, subcontractors, agents, or consultants are obligated to observe covenants of confidentiality. A credit history report is also required for individuals who may be assigned to finance and accounting positions. Any individuals who have criminal or civil convictions may not be assigned to Trinity without consultation with Trinity in accordance with local, state, and federal law, including the Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions. Trinity reserves the right to not allow assignment to Trinity. Any individuals with civil convictions related to financial wrongdoing including, but not limited to, embezzlement, fraud, money laundering, theft or other acts indicating dishonesty may not be assigned to Trinity if such assignment would involve access to financial information, private personal information, social security numbers, or other types of confidential or proprietary information as determined by Trinity. Any individuals who have criminal convictions that suggest that they could pose a threat to the health and safety of children may not be assigned to Trinity if such assignment would involve access to or interaction with children. For any individuals who will have access to residence halls or other secure areas a criminal background check is required. This group includes, but is not limited to residence hall assistants, supervisors and counselors; Physical Plant and janitorial staff; food services, concessions, and auxiliary services personnel. Any individuals who have a criminal history may not be assigned to Trinity University if such assignment would involve access to residence halls or secure areas. This check must also include a social security trace to ensure identity.
18. Permits, Fees and Notices. The Vendor shall obtain and pay for any applicable building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of

the Professional Services. The Vendor shall promptly provide copies of such permits and licenses to Trinity upon Trinity's request.

18.1 Verification. Credential verification is the review of licenses, diplomas, transcripts, certificates, or other documentation of an individual's qualification to provide the Professional Services under this Agreement. Vendor agrees to verify individual credentials of professionals and other service workers employed by Vendor who provide Professional Services under this Agreement. Credential verification may be conducted by Vendor or delegated to an accredited credentialing organization under contract with Vendor. Vendor agrees to allow Trinity to monitor the credential verification process by periodic review, including random spot checks of documentation.

18.2 Notification. Vendor agrees to notify Trinity if Vendor loses any certification or organizational or individual professional licensure required to perform any of the Professional Services, which may constitute a default subject to Section 7 (Termination).

19. Work for Hire. The parties agree that Trinity shall hold all right, title, and interest to any and all work product or deliverables created pursuant to this Agreement and any associated Statement of Work. Any copyrightable work product created by the Vendor in relation to the Professional Services provided under this Agreement and any associated Statement of Work shall constitute "work made for hire" under federal copyright law and all ownership rights to such work belong to Trinity. In the event that the work is determined not to be a "work made for hire", this Agreement shall operate as an irrevocable assignment by the Vendor to Trinity of the copyright in the work, including all right, title and interest therein and the Vendor will cooperate with Trinity to execute any documents necessary to document Trinity's ownership.
20. No Infringement or Misappropriation. Vendor represents and warrant that the Professional Services to be performed hereunder by Vendor will not infringe or misappropriate intellectual property rights, including, without limitation, any patent, trademark, copyright, mask right, trade secret or proprietary know-how of others, and that Vendor will indemnify, defend and hold harmless Trinity, its trustees, officers, employees, agents, and volunteers from any and all liabilities, claims, demands, expenses or costs, including attorneys' fees, arising out of or related to any such infringement or misappropriation. The Vendor also represents that it is not bound by any agreement that would be violated by Vendor's performance of the Professional Services or by Vendor's fulfillment of its obligations hereunder.
21. Subcontracting and Assignment. The Professional Services to be performed hereunder are personal to Vendor and Vendor shall not assign, transfer, or delegate any of their rights, interest or obligations under this Agreement, including a subcontract, without Trinity's prior written consent, which Trinity may grant or withhold in its sole and absolute discretion.
22. Maintenance of Records. Vendor will maintain any books, documents or other records pertaining to this Agreement and any associated Statement of Work in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations. Vendor agrees to preserve the full confidentiality of records and protect from unauthorized disclosure all information, records, and data collected under this Agreement and any associated Statement of Work.
23. Confidential Information. The parties acknowledge that in connection with the Professional Services, Trinity may disclose to the Vendor confidential and proprietary information, and that Vendor may also create such information within the scope and in the course of performing the Professional Services (hereinafter, subject to the exceptions below, "Confidential Information"). Vendor agrees to conduct itself in strict conformance with applicable federal and state laws, as well as Trinity's policies governing Confidential Information. In that regard, the Vendor hereby agrees to use Confidential Information only as needed to perform the Professional Services under this Agreement and any associated Statement of Work; to not in any way divulge, copy, release, sell, loan, revise, alter or destroy any Confidential Information except as properly authorized within the scope of the Vendor's role; to not misuse Confidential Information; and to handle Confidential Information with a reasonable degree of care. To the extent the Vendor is privy to any student Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), the Vendor is designated as a School Official, within the meaning of the Act, and will comply with all requirements thereof.

23.1. Definition of Confidential Information. Confidential Information includes but is not limited to information that would be reasonably understood as confidential or proprietary or is designated as such in writing and includes, but is not limited to: confidential personnel information; private health information; student academic or financial information; information pertaining to Trinity's operations (such as financial and statistical records, strategic plans, internal reports, memos, contracts, peer review information, communications, etc.); and information pertaining to third parties who work with or on behalf of Trinity (such as client and vendor proprietary information, source code, proprietary technology, etc.).

23.2. Exceptions to Confidential Information. The foregoing restrictions shall not apply to information that the Vendor can demonstrate (1) was generally known prior to the date of disclosure of the same to the Vendor by Trinity; (2) becomes generally known through no act or omission by the Vendor; (3) is supplied to the Vendor, subsequent to the date of disclosure of the same to the Vendor by Trinity, by a third party not under an obligation of confidentiality with respect to such information; or (4) is required to be disclosed by law or pursuant to an order of a court or other governmental agency of competent jurisdiction, in which case the Vendor shall promptly notify Trinity of such requirement to afford Trinity an opportunity to prevent or limit such disclosure.

23.3. Return of Confidential Information. Upon completion of the Professional Services or upon termination of this Agreement and any associated Statement of Work, Vendor shall within thirty (30) days, return to Trinity, all Confidential Information of Trinity, whether received from Trinity or prepared by Vendor, without retaining any copies thereof, except Vendor may keep one copy of all documents for his or her files (which copy shall remain subject to the confidentiality requirements set out in this Agreement and any associated Statement of Work even upon completion or termination of the Agreement and any associated Statement of Work).

23.4 Breach of Confidential Information. If the Vendor experiences a security breach concerning any Confidential Information, then the Vendor will fully comply with its obligations under any applicable law; immediately notify Trinity; and fully cooperate with TRINITY in carrying out its obligations under any applicable law.

23.5 PCI DSS. If Vendor is approved to process payment card transactions on campus, all transactions must be processed outside of Trinity's network through Vendor's own mobile Wi-Fi hotspot. Trinity ITS must approve of the equipment/device for processing.

Vendor represents and warrants that it is compliant with current Payment Card Industry Data Security Standards ("PCI DSS") and shall remain compliant during the Term of the Agreement, ensuring that the environment for the processing of transactions is done in compliance with current PCI DSS standards. Should Vendor become PCI DSS non-compliant during the Term, Vendor shall promptly notify Trinity of its non-compliance status. Vendor will provide Trinity a copy of its PCI DSS Certificate of Compliance annually to:

Trinity University  
Attention: Risk Management and Insurance  
One Trinity Place, Box 29  
San Antonio, TX 78212

24. No Exclusivity. The parties enter into this Agreement and any associated Statement of Work on a nonexclusive basis. Vendor and Trinity shall retain the right to contract with others for similar Professional Services during the term of this Agreement.

25. Notices. Any notice, demand or communication required, permitted or desired to be given under this Agreement and any associated Statement of Work will be deemed effectively given when emailed, mailed by prepaid certified or registered mail, postage prepaid, return receipt requested, or delivered by hand, messenger or reputable overnight courier, return receipt requested, addressed as follows:

If for Vendor: \_\_\_\_\_

\_\_\_\_\_

If for Trinity: \_\_\_\_\_  
\_\_\_\_\_

26. Entire Agreement. This Agreement and any associated Statement of Work contain all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. In the event of a conflict between the terms of this Agreement and any other Agreements, Attachments, Exhibits, Schedules, or Amendments, the terms of Trinity's Vendor Master Services Agreement shall govern and control.
27. Modifications. This Agreement and any associated Statement of Work constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.
28. Governing Law and Venue. This Agreement and any associated Statement of Work shall be subject to and governed by the laws of the State of Texas. Each of the parties hereby consents to the jurisdiction of the state for its enforcement shall be Bexar County, Texas.
29. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement or any associated Statement of Work by Vendor or Trinity shall not constitute a waiver of those rights or be deemed a basis for estoppel. Vendor and Trinity may exercise their rights under this Agreement despite the delay or failure to enforce the rights.
30. Severability. If any provision of this Agreement or any associated Statement of Work shall, for any reason, be held to violate any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement and any associated Statement of Work shall be canceled.
31. Counterparts. This Agreement and any associated Statement of Work may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or electronic signature of a party shall have full force and effect.

**The parties hereby acknowledge and agree that each has read, understood and agrees to each of the terms of this Agreement as set forth above and in Exhibits A and B.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Agent for Vendor

\_\_\_\_\_  
Printed Name of Agent for Vendor

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Trinity Official

\_\_\_\_\_  
Printed Name of Trinity Official

Note: Fully executed agreements are required for payment. Contracting authority for Trinity University is limited. All contract agreements must be signed by an Authorized Representative of Trinity University. To view the Authorized Representatives for Trinity please see the [Contract Policy and Procedures](#).

Department Review: \_\_\_\_\_  
Print Name and Department

Date: \_\_\_\_\_

**EXHIBIT A  
STATEMENT OF WORK**

This Statement of Work is entered into pursuant to the Vendor Master Services Agreement between \_\_\_\_\_ (Vendor) and Trinity University (Trinity) dated \_\_\_\_\_. Except as otherwise expressly agreed in this Statement of Work, all terms and conditions set forth in the Vendor Master Services Agreement shall govern.

Department and Individual Requesting Vendor Professional Services:

\_\_\_\_\_  
\_\_\_\_\_

Professional Services/Deliverables:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Term – Start Date and Completion Date:

Start Date: \_\_\_\_\_

Completion Date: \_\_\_\_\_

LOCATION:

\_\_\_\_\_

If on campus, specify where: \_\_\_\_\_

DATE: \_\_\_\_\_

START TIME: \_\_\_\_\_ END TIME: \_\_\_\_\_

Compensation:

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Statement of Work by their duly authorized officers or representatives as indicated by their signatures below, effective as of the last date signed.

**Vendor**

**Trinity University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This Exhibit is hereby incorporated into the Vendor Master Services Agreement between Trinity and Vendor.



## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

#### **Ambulance Service**

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

Professional Liability: \$5 million per Occurrence; if claims made policy include 3-year extended reporting period.

#### **Amusement Companies (including carnival rides, inflatables and dunk tanks)**

Commercial General Liability: \$3 million per Occurrence/\$5 million aggregate with Trinity University endorsed as an Additional Insured. No participant's exclusion.

Auto Liability: \$2 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

#### **Other Amusement Services (including caricaturists, henna tattoos, etc.)**

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

#### **Delivery Services (non-food/non-hazardous materials) /Copier Services/Furniture Installers/Moving Companies**

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Products Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

#### **Martial Arts, Zumba, Yoga, & Other Fitness Instructors/Events**

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured. No sexual abuse exclusion.

Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

#### **Medical Services Provided to Institution (including Blood Drives)**

Professional Liability: \$5 million per Occurrence for any professional medical provider including counselors. If claims made policy include 3 year extended reporting period.

Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured. No sexual abuse exclusion.

Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability

Network Security and Privacy Liability: Recommended if provider's computer or printing systems or sales transactions use an institution owned phone switch, backbone, LAN or WAN. Include protection for individuals whose records are shared with provider. (Identity theft)  
\$3 Mil per occurrence/aggregate (Small Companies, under \$250 Mil in revenue)  
\$5 Mil per occurrence/aggregate (Mid-Size Companies, between \$250 Mil and \$1 Billion in revenue)  
\$10 Mil per occurrence/aggregate (Large Companies, over \$1 Billion in revenue)

#### **Outdoor Adventure Outfitters**

Commercial General Liability: \$2 million per Occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$5 million per Occurrence, Combined Single Limit with Trinity University endorsed as an Additional Insured if outfitter provides transportation.

Protection and Indemnity: Greater of \$1 million per Occurrence OR \$100,000 per Occurrence per Passenger Seat with Trinity University endorsed as an Additional Insured recommended if outfitter provides/uses watercraft (canoes, kayaks, etc.) If included in CGL must be specifically stated on Certificate of Insurance.

Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

**Photographers & Videographers (including photo booths)**  
Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.  
No sexual abuse exclusion.  
Auto Liability: \$100,000 per person/\$300,000 per Occurrence, for Any Autos including owned, leased, non-owned, and hired vehicles.  
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.  
\*\*Additional Insurance Coverage may be required if Drones are used.

**Therapeutic Animals (including Petting Zoos)**  
Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.  
Auto Liability: Private passenger vehicle parking on campus: \$100,000/Person, \$300,000/Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.  
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.

**Vending Machine Services/Drinking Water Services**  
Commercial General Liability: \$2 million per Occurrence with Trinity University endorsed as an Additional Insured.  
If vendor has access to residence halls - Sexual Abuse Liability: \$1 million per Occurrence/\$5 million aggregate  
Products Liability: \$5 million per Occurrence with Trinity University endorsed as an Additional Insured.  
Auto Liability: \$1 million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.  
Employee Dishonesty/Crime: \$1 million per claim. Include theft of property, monies, and securities of Trinity University, its employees, students, faculty, visitors and guests.  
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability.  
Network Security and Privacy Liability: \$3 Mil per occurrence/aggregate (Small Companies, under \$250 Mil in revenue)  
\$5 Mil per occurrence/aggregate (Mid-Size Companies, between \$250 Mil and \$1 Billion in revenue)  
\$10 Mil per occurrence/aggregate (Large Companies, over \$1 Billion in revenue)  
Recommended if provider's computer or printing systems or sales transactions use an institution owned phone switch, backbone, LAN or WAN. Include protection for individuals whose records are shared with provider. (Identity theft)

**Wellness/Health/Benefit Fairs/Massage Therapists**  
Commercial General Liability: \$1 million per Occurrence with Trinity University endorsed as an Additional Insured.  
If distributing food or products: Products and Completed Operations.  
Auto Liability: \$1 Million per Occurrence, Combined Single Limit for Any Autos including owned, leased, & hired.  
Workers' Compensation Statutory Benefits: Statutory Benefits; \$1 million Employer's Liability  
Professional Liability: \$1 million per Occurrence if professional medical services are provided (including massage therapy)

**Other Service (specify):**\_\_\_\_\_
  
Commercial General Liability:\_\_\_\_\_
  
Auto Liability:\_\_\_\_\_
  
Workers' Compensation:\_\_\_\_\_
  
Other Insurance (specify):\_\_\_\_\_
  
\_\_\_\_\_

This Exhibit is hereby incorporated into the Vendor Master Services Agreement between Trinity and Vendor.