

TRINITY UNIVERSITY
VENDOR CONDENSED MASTER SERVICES AGREEMENT
FOR TRINITY SUPERVISED LOW-RISK ACTIVITIES, DELIVERY AND SET UP

This Vendor Master Services Agreement (this "Agreement") is entered into effective as of _____ (Effective Date), by and between Trinity University (hereafter "Trinity") and _____ (hereafter "the Vendor"),

WHEREAS, Trinity desires to retain the Vendor to provide _____ (hereafter "Professional Services"); and

WHEREAS, the 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.

1. Engagement. Trinity hereby engages the Vendor to provide 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.

3. Independent Contractor. The Vendor shall at all times be an independent contractor as to Trinity and nothing in this Agreement 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. Compliance with Law and University Policies. The Vendor will perform its obligations under this Agreement in compliance with all applicable laws, regulations, ordinances and 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..

6. Representation of Non-Infringement. The Vendor represents and warrants that all deliverables and Professional Services rendered shall be the Vendor's own work and shall not infringe upon or violate the rights of any third-party.

7. 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.**

8. 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.

9. Insurance.
Vendor agrees to maintain until all of Vendor's obligations under this Agreement have been fully performed, 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 following types and amounts of insurance at Vendor's sole cost.

To the extent permitted by law, all insurance policies shall endorse Trinity University, its trustees, officers, employees, agents, and volunteers as Additional Insured, shall provide at least thirty (30) days advance written notice of any material change in or cancellation of the coverage, contain cross-liability and severability of interests coverage, and will be primary and non-contributory. Vendor agrees to a waiver of subrogation in favor of Trinity University for any policy for which Trinity University is not endorsed as an Additional Insured. Vendor shall provide Trinity with Certificates of Insurance as evidence of the requested coverages set forth below at least 5 business days prior to commencing Professional Services for Trinity and annually thereafter. Vendor may be required to provide Certificates of Insurance for its independent contractors, subcontractors or agents associated with this Agreement and associated Statement of Work with Trinity University endorsed as an Additional Insured and with the same requirements and for the same types and limits.

- Commercial General Liability insurance, including but not limited to personal and advertising injury, bodily injury, property damage, premises and contractual liability, in the amount of at least one million dollars (\$1,000,000) per occurrence, combined single limit for bodily injury and property damage;
- Automobile Liability insurance with minimum occurrence and combined single limits of one million dollars (\$1,000,000) providing coverage for "Any Autos" including owned, leased, non-owned and hired vehicles;
- Workers' Compensation insurance as required by law (Statutory Benefits) and Employer's

Liability coverage of one million dollars (\$1,000,000) per occurrence covering all of the Vendor's employees. Such insurance shall be in full force and effective at all times Vendor and any of their employees, agents, subcontractors is or are at the Venue. Neither Trinity nor Trinity's workers' compensation insurance shall cover Vendor or Vendor's employees, subcontractors or agents for any injuries or harm incurred by Vendor or Vendor's employees, subcontractors or agents while performing the Professional Services under this Agreement.

The University, in its sole discretion, reserves the right to require Vendor to provide proof of insurance. For purposes of the Professional Services provided under this Agreement, the University:

_____ Requires Vendor to provide proof of liability insurance in accordance with the requirements above

_____ Waives proof of liability insurance for Vendor - 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.

10. 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.

11. Sales and Solicitation. Vendor will not engage in sales or solicitation of sales of goods or services except as described in the Statement of Work. All sales and solicitation will be conducted in accordance with Trinity policies and procedures.

12. Ingress/Egress. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public utilities of the premises must be kept unobstructed by Vendor and must not be used by Vendor for any purpose other than ingress to or egress from the premises.

13. Damage and Repairs: Vendor shall be solely responsible for all damages to buildings, grounds, fields and equipment incident to the use of the property. Vendor shall make no temporary or permanent modifications to the property without the prior written consent of Trinity. Damage or requests for modifications to the property must be reported.

14. Permits/Licensing/Certification. Vendor is solely responsible for maintaining any applicable permits, licenses, certifications and for adhering to all applicable laws and regulations.

15. Abandoned Property. Any property left on the property shall, after a period of ten days from the last day of the use under this Agreement, be deemed abandoned and Trinity may dispose of such property in Trinity's sole discretion. Vendor shall reimburse Trinity for any costs associated with disposal or remediation of such abandoned property.

16. 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, 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.

17. 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. This Agreement may be terminated upon 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 prior written notice to the 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.

17.2 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, or 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).

17.3 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.

17.4 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.

19. Severability. If any provision of this Agreement 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 shall be canceled.

20. Subcontracting and Assignment. The Professional Services to be performed hereunder are personal to Vendor and the 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.

21. Counterparts. This Agreement 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.

22. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement 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.

23. Entire Agreement. This Agreement, the attached Exhibits hereto, and all Statements of Work hereunder, which are hereby incorporated by reference, represent the entire agreement by and between the parties and supersede all prior written or oral agreements or understandings of the parties. This Agreement and any associated Statement of Work may not be changed except by written amendment duly executed by all parties. 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 Condensed Master Services Agreement shall govern and control.

24. Governing Law and Venue. This Agreement 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 and federal courts in the State of Texas. Venue for its enforcement shall be in Bexar County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers or representatives as indicated by their signatures below, effective as of the date written above.

Vendor

Trinity University

Signature

Signature

Name

Name

Date

Date

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

Department Contact: _____ Date: _____
Print Name and Department

**EXHIBIT A
STATEMENT OF WORK**

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

Department and Individual Requesting Vendor Professional Services:

Professional Services/Deliverables:

Term – 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 Condensed Master Services Agreement between Trinity and Vendor.