

TRINITY UNIVERSITY
MASTER LICENSE AGREEMENT RELATING TO SERVICES PROVIDED TO
STUDENT ORGANIZATION

This License Agreement (the "Agreement") is entered into effective as of _____ (Effective Date), by and between Trinity University (hereafter "Trinity") and _____ (hereafter "Licensee"), to facilitate services provided by the Licensee to _____ (the "Student Organization"), a registered student organization at Trinity.

WHEREAS, the Student Organization, is a Registered Student Organization at Trinity and has the privilege of utilizing Trinity resources to host virtual meetings and events; and

WHEREAS, the Student Organization has submitted a request to Trinity for Licensee to attend a Student Organization meeting or event to provide the services described below; and

WHEREAS, the Licensee desires to attend the Student Organization's meeting or event to provide services to the Student Organization;

NOW THEREFORE, in consideration of the University permitting the Licensee to attend the Student Organization's meeting or event for the purposes of providing services to the Student Organization it is agreed as follows:

ASSUMPTION OF RISK. Licensee acknowledges and understands the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. Licensee knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of Trinity, its trustees, officers, employees, agents, Student Organization and volunteers; and
3. Licensee hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of Trinity, its trustees, officers, employees, agents, Student Organization and volunteers.

1. License for Use of Resources and Services to Student Organization. Subject to the terms of this Agreement, the University agrees to permit the Licensee to access the Location as set forth in the Statement of Work (Exhibit A) on the campus of Trinity University, during the time period as set forth on the Statement of Work (Exhibit A), for the purposes of providing the following services to the Student Organization:

2. Compensation and Tax Liability (if applicable). Trinity understands and acknowledges that Student Organization has agreed to provide compensation to the Licensee as set forth in the Statement of Work (Exhibit A) in exchange for Licensee providing the above services to the Student Organization in the timeframe as set forth in the Statement of Work (Exhibit A). Trinity will facilitate payment of the compensation on behalf of the Student Organization:

___ No later than _____ days after the conclusion of services; or

___ At the conclusion of services

Licensee 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).

The Licensee shall be solely responsible and liable for the payment of any and all taxes associated with the compensation paid under this Agreement and agrees to timely complete all tax forms deemed necessary by Trinity as a prerequisite to receiving the compensation.

3. Independent Contractor. The parties acknowledge and agree that the Licensee is not an employee or agent of the University or Student Organization. It is the express intention of the parties that no relationship is formed between the Licensee and Trinity or the Student Organization under this Agreement. To the extent any relationship is found to exist, it shall be construed and deemed to be that of an independent contractor.

4. Compliance with Law and Policies. In consideration of the License granted by this Agreement, Licensee agrees to comply with all applicable federal, state, and local laws. In addition, in carrying out the responsibilities under this Agreement, Licensee and Licensee's agents, guests, and contractors agree to comply with all Trinity policies, including but not limited to Confidentiality, as set forth on the University's website, and comply with all written and unwritten directives of the University. Licensee is solely responsible for maintaining any applicable permits, licenses, or certifications. Licensee acknowledges Trinity must comply with Section 501(c)(3) of the internal Revenue Code, and, to the extent the Services to the Student Organization involve political and/or campaign-related activity, the Licensee agrees to comply with all additional restrictions in Trinity policy or otherwise communicated by Trinity. Opinions and views of Licensee do not represent those of Trinity.

Licensee will not dispose of any medical waste or hazardous materials on the Trinity campus.

5. Release and Indemnification. Licensee agrees to FULLY RELEASE AND FOREVER DISCHARGE Trinity and its trustees, officers, employees, Student Organization, and agents of and from any and all claims and liability arising out of or relating to this Agreement and Licensee's provision of services to the Student Organization, including but not limited to damage to or loss of property, injuries, including work-related claims, illnesses, including outbreaks of disease or other infections, and death of Licensee, Licensee's employees, independent contractors, subcontractors and agents. Licensee SHALL DEFEND, HOLD HARMLESS AND INDEMNIFY Trinity and its trustees, officers, employees, Student Organization, and agents against any and all claims, all injuries and illnesses, including work-related claims, outbreaks of disease or other infections, of Licensee, Licensee's employees, independent contractors, subcontractors and agents, all auto liability claims of Licensee, Licensee's employees, independent contractors, subcontractors and agents, demands, causes of action or damages, including attorneys' fees, arising out of or relating to this Agreement and Licensee's provision of services to the Student Organization.

6. Insurance. Trinity, in its sole discretion, reserves the right to require Licensee to provide proof of insurance. For purposes of the Services provided under this Agreement, Trinity:

_____ Requires Licensee to provide proof of liability insurance in accordance with the requirements of Exhibit B

_____ Waives proof of liability insurance for Licensee

To the extent permitted by law, all insurance policies shall endorse Trinity University and its trustees, officers, employees, Student Organization, agents and volunteers as an 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. Licensee agrees to a waiver of subrogation in favor of Trinity for any policy for which Trinity is not endorsed as an Additional Insured. Until all of Licensee's obligations hereunder have been fully performed, Licensee shall maintain, and shall also ensure that each of Licensee's independent contractors, subcontractors and agents at every tier employed directly or indirectly by Licensee 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 herein Exhibit B. Neither Trinity nor Trinity's workers' compensation insurance shall cover Licensee or Licensee's employees, independent contractors, subcontractors or agents for any injuries or harm incurred by Licensee or Licensee's employees, subcontractors or agents while performing services under this Agreement.

7. Recording. No audio or visual recording of the Licensee shall be made by either party hereto without the prior mutual written consent of the parties hereto.

_____ Both parties mutually agree to an audio and/or visual recording of the Speaking Services. Licensee will not in any way divulge, copy, release, sell, loan, review, alter or distribute recording.

_____ Both parties mutually agree to **NOT** record.

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. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by either party shall not constitute a waiver of those rights or be deemed a basis for estoppel.

10. No Assignment. This Agreement is personal to the parties and neither party may assign, transfer, or delegate their rights, obligations, or interest herein.

11. Termination of Agreement. The University may terminate this Agreement at any time, in its sole discretion, upon notice to Licensee.

12. Governing law and jurisdiction. This Agreement and any dispute arising out of or relating to this Agreement shall be subject to and governed by the laws of the state of Texas.

13. FERPA. Licensee acknowledges that certain information about Trinity's student(s) may be shared in conjunction with the activities performed under this Agreement and that this information is protected by the Family and Educational Rights and Privacy Act of 1974 (20 U.S. C. 1232g). To the extent that Licensee has access to "education records" under this contract, it is deemed a "school official," as each of these terms are defined under FERPA. Licensee agrees that it shall not use education records for any purpose other than in the performance of this contract. Except as required by law, Licensee shall not disclose or share education records with any third party unless permitted by the terms of this Agreement. Nothing contained herein precludes the parties from sharing information with one another so that each can perform its respective responsibilities.

14. PCI DSS. If Licensee is approved to process payment card transactions on campus, all transactions must be processed outside of Trinity's network through Licensee's own mobile Wi-Fi hotspot. Trinity ITS must approve of the equipment/device for processing. Licensee 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 Licensee become PCI DSS non-compliant during the Term, Licensee shall promptly notify Trinity of its non-compliance status. Licensee agrees that no transactions will be processed using Trinity's network. Licensee will provide Trinity a copy of its PCI DSS Certificate of Compliance prior to performance and annually thereafter. Licensee shall be liable for the security of Cardholder Data and shall notify Trinity of any real or suspected breaches immediately upon discovery.

15. 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.

16. Entire Agreement. This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties. In the event of a conflict or inconsistency, the terms and provisions of Trinity's License Agreement shall govern and control.

IN WITNESS WHEREOF, 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.

LICENSEE

TRINITY UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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](#). To view the list of Designated Authorized Signators please see: <https://drive.google.com/drive/folders/10TucECN6uOqoyvecErVi1q6psBx6EXw>.

Student Organization Contact: _____ Date: _____
Print Name and RSO

EXHIBIT A
STATEMENT OF WORK

This Statement of Work is entered into pursuant to the Master License Agreement Relating to Services Provided to Student Organization between _____ (Licensee) and Registered Student Organization at Trinity University dated _____. Except as otherwise expressly agreed in this Statement of Work, all terms and conditions set forth in the Master License Agreement Relating to Services Provided to Student Organization shall govern.

Student Organization and Name of Individual Requesting Services:

Professional Services/Deliverables:

Term – Start Date and 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.

Licensee

Trinity University

Signature

Signature

Name

Name

Date

Date

This Exhibit is hereby incorporated into the Master License Agreement Relating to Services Provided to Student Organization between Trinity and Licensee.

EXHIBIT B

Trinity requires Licensee to provide proof of insurance. Licensee agrees to maintain until all of Licensee's obligations under this Agreement have been fully performed, 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 Licensee'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, and will be primary and non-contributory. Licensee agrees to a waiver of subrogation in favor of Trinity for any policy for which Trinity is not endorsed as an Additional Insured.

Ambulance Service

Licensee Initials _____

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)

Licensee Initials _____

Commercial General Liability: \$3 million per Occurrence/\$5 million aggregate with Trinity University endorsed as an Additional Insured.

No participant 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

Entertainers & Performers (including comedians, concerts)

Licensee Initials _____

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.

Limit for Any Autos including owned, leased, & hired.

Bus Parking on Campus: \$1 million per Occurrence, Combined Single Limit for Any Autos.

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

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

Licensee Initials _____

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)

Licensee Initials _____

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

Licensee Initials _____

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 recommended 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 and Videographers

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.

Tabling Vendors

Licensee Initials _____

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

Therapeutic Animals

Licensee Initials _____

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

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

Wellness/Health/Benefit Fairs/Massage Therapists

Licensee Initials _____

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 (i.e. massage)

Other Service (specify): _____ **Licensee Initials** _____

Commercial General Liability: _____

Auto Liability: _____

Workers' Compensation: _____

Other Insurance (specify): _____

This Exhibit is hereby incorporated into the License Agreement Relating to Services Provided to Student Organization.