

**TRINITY UNIVERSITY
MASTER SERVICES AGREEMENT FOR
SINGLE SYSTEM WORK OR CONSULTING**

This Master Services Agreement (“Agreement”) is entered into effective as of _____ (Effective Date), by and between Trinity University (hereafter “Trinity”), and _____ (hereafter “Contractor”).

WHEREAS, Trinity desires to retain the Contractor for _____ (hereafter “Services”)

WHEREAS, Contractor desires to provide these 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 Contractor to provide the Services described on a Statement of Work substantially in the form of Exhibit A, and Contractor 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 Services to be performed, description of deliverable(s), the schedule for completion, and compensation (including all fees and expenses).
2. Timing and Compensation. The Contractor shall perform the Services in the timeframe and for the compensation set forth in the Statement of Work. Unless otherwise indicated in the Statement of Work, Contractor shall be responsible for invoicing Trinity upon completion of the Services.
 - 2.1 Contractor shall be responsible for all costs and expenses incident to the performance of Services for Trinity, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. Trinity shall not be responsible for any expenses incurred by Contractor in performing Services for Trinity with the exception of those specifically identified in the Statement of Work (Exhibit A) applicable to the project.
3. Independent Contractor. The Contractor 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 Contractor 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 Contractor 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 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 Contractor 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 (available at <https://policies.Trinity.edu>), including but not limited to tobacco, weapons, alcohol and drugs, anti-harassment and sexual misconduct, and golf carts. Trinity policies are available on its website.
7. Term and Termination. This Agreement is effective as of the Effective Date and any associated Statement of Work will be effective as of the last date signed by both parties and shall continue until the Services are complete or until terminated in accordance with this Agreement.

- 7.1 Termination by Owner. This Agreement and any associated Statement of Work may be terminated at any time by the mutual written consent of the Contractor 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 Contractor. Trinity may immediately terminate this Agreement upon written notice for breach of Contractor's obligations to i) perform its obligations under this Agreement or any associated Statement of Work; (ii) failure to provide satisfactory work in accordance with reasonable industry standards, (iii) for loss of liability insurance, or (iv) for loss of required licenses or certifications for Services rendered under this Agreement or any associated Statement of Work.
- 7.2 Termination by the Contractor. If Trinity defaults in a material obligation under this Agreement, through no fault of the Contractor, 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 Contractor may, upon seven additional days' written notice to Trinity, terminate the Agreement and recover from Trinity payment for Services properly executed including reasonable overhead and profit on such Work, 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 Force Majeure Event. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the occurrence of a Force Majeure Event. Neither party hereto shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, acts of terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions other than by either party's employees, pandemic, epidemic, or other outbreaks of diseases or other infections, or any other similar cause beyond the reasonable control of either party (a "Force Majeure Event").
- 7.4 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, Contractor shall cooperate with Trinity and do all things reasonably necessary to achieve an efficient transition of the Services without detriment to the rights of Trinity. Without limiting the foregoing, the Contractor will, before receiving final payment, deliver to Trinity or to such person or persons as Trinity may direct, all documents, including, without limitation, permits, books, records and accounts, insurance policies, files and other materials relating to Trinity and the Services. 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.
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 Contractor represents and warrants that the Contractor has the authority and the right to enter into this Agreement and to perform the Services and provide the deliverables under this Agreement and any associated Statement of Work.
10. Insurance. Contractor 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 Contractor's independent contractors, subcontractors, agents, or other third parties at every tier employed directly or indirectly by Contractor for performance of the 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. Contractor 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 work 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. Contractor will 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 Contractor or Contractor's employees, subcontractors or agents for any injuries or harm incurred by Contractor or Contractor's employees, subcontractors or agents while performing services under this Agreement.

If Contractor does not subscribe to Workers' Compensation, Contractor 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 Services rendered under this Agreement.

11. Indemnification. The Contractor 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, illnesses, including outbreaks of contagious or infectious disease, of Contractor and its employees, independent contractors, subcontractors, and agents, all auto liability claims of Contractor 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 Contractor or any of the Contractor's officers, employees, independent contractors, subcontractors, or agents with respect to providing the 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 Contractor 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 Contractor with respect to the Services performed hereunder that gave rise to the claim or cause of action.
13. Warranty. The Contractor warrants to the Owner 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 Services will be free from defects not inherent in the quality required or permitted; and (3) the 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 Contractor will perform its Services for Trinity in a professional manner and in accordance with applicable industry standards. Contractor will cooperate with Trinity to assure that the Services provided are prudent, appropriate and professional. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Services. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

14.1 Safety Compliance. Contractor agrees to be responsible for ensuring that all Contractor's employees, subcontractors, agents, and any third parties contracted with in performance of the Statement of Work are properly trained and adhere to all safety regulations and requirements,

including but not limited to OSHA. Contractor is responsible for any fines, liability or other penalties arising from any violations by Contractor or its employees, agents, subcontractors or other third parties assigned to perform the Services for or on behalf of Trinity. Contractor shall be responsible for performing the 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 Services.

14.2 Protection of Persons and Property. The Contractor 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 Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Services and other persons who may be affected thereby, the Services and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable. Contractor 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 Contractor's risk, without regard to fault or allocation of negligence.

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

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

14.5 Access to Facilities. The Owner, in its sole discretion, shall provide access for Contractor and its subcontractors to the Owner's facilities. Owner access is required to enter the Project site. Contractor shall furnish the Owner with a list of all personnel requiring access to the Owner's facilities no later than one (1) week prior to the date the Contractor requires access to any Owner facility. Contractor shall not permit any of its employees or any subcontractors to access the Owner's facility without an Owner-issued pass.

15. Assumption of Risk. Contractor understands that there may be potential dangers incidental to the provision of Services to Trinity, some of which may be dangerous and which may expose Contractor's employees to the risk of personal injuries, property damage, or even death. Contractor agrees that it knowingly and voluntarily assumes all such risks, both known and unknown and assumes full responsibility for such risks while providing Services to Trinity.

16. Certification. Contractor shall maintain any and all certifications that are required under state and/or federal law and appropriate organizational licenses. Contractor shall also warrant that any employees, agents, subcontractors and other third parties who provide Services under this Agreement hold current licenses or certifications required for the provision of such Services.

17. Background Checks. As required by Trinity policy, Contractor 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. Contractor 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 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 Contractor 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 Services. The Contractor 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 Services under this Agreement. Contractor agrees to verify individual credentials of professionals and other service workers employed by Contractor who provide Services under this Agreement. Credential verification may be conducted by Contractor or delegated to an accredited credentialing organization under contract with Contractor. Contractor agrees to submit a summary of its credential verification process to Trinity for review no less frequently than every three years. Contractor agrees to allow Trinity to monitor the credential verification process by periodic review, including random spot checks of documentation.

18.2 Notification. Contractor agrees to notify Trinity if Contractor loses any certification or organizational or individual professional licensure required to perform any of these 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 Contractor in relation to the 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 Contractor to Trinity of the copyright in the work, including all right, title and interest therein and the Contractor will cooperate with Trinity to execute any documents necessary to document Trinity's ownership.
20. No Infringement or Misappropriation. Contractor represents and warrants that the Services to be performed hereunder by Contractor 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 Contractor will indemnify, defend and hold harmless the Owner, 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 Contractor also represents that it is not bound by any agreement that would be violated by Contractor's performance of the Services or by Contractor's fulfillment of its obligations hereunder.
21. Subcontracting and Assignment. The Services to be performed hereunder are personal to Contractor and Contractor 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. Contractor 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. Contractor 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 Services, Trinity may disclose to the Contractor confidential and proprietary information, and that Contractor may also create such information within the scope and in the course of performing the Services (hereinafter, subject to the exceptions below, "Confidential Information"). Contractor 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 Contractor hereby agrees to use Confidential Information only as needed to perform the Services under this Agreement and any associated Statement of Work; to not in any way divulge, copy, release, sell, loan, review, alter or destroy any Confidential Information except as properly authorized within the scope of the Contractor's role; to not misuse Confidential Information; and to handle Confidential Information with a reasonable degree of care. To the extent the Contractor is privy to any student Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), the Contractor is designated as a School Official, within the meaning of the Act, and will comply with all requirements thereof.

24.1 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.).

24.2 Exceptions to Confidential Information. The foregoing restrictions shall not apply to information that the Contractor can demonstrate (1) was generally known prior to the date of disclosure of the same to the Contractor by Trinity; (2) becomes generally known through no act or omission by the Contractor; (3) is supplied to the Contractor, subsequent to the date of disclosure of the same to the Contractor 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 Contractor shall promptly notify Trinity of such requirement to afford Trinity an opportunity to prevent or limit such disclosure.

24.3 Return of Confidential Information. Upon completion of the Services or upon termination of this Agreement and any associated Statement of Work, Contractor shall within thirty (30) days, return to Trinity, all Confidential Information of Trinity, whether received from Trinity or prepared by Contractor, without retaining any copies thereof, except Contractor 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).

24. No Exclusivity. The parties enter into this Agreement and any associated Statement of Work on a nonexclusive basis. Contractor and Trinity shall retain the right to contract with others for similar Services during the terms 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 mailed by prepaid certified or registered mail, postage prepaid, return receipt requested, delivered by hand, messenger or reputable overnight courier, or delivered via electronic communication return receipt requested, addressed as follows:

If for Contractor: _____

If for Trinity: _____

26. Entire Agreement. This Agreement and any associated Statement of Work and all exhibits, attachments, schedules, and amendments 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 or inconsistency, the terms and provisions of Trinity's Master Services Agreement for Single System Work or Consulting 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 Contractor or Trinity shall not constitute a waiver of those rights or be deemed a basis for estoppel. Contractor 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 agree to each of the terms of this Agreement as set forth above and in Exhibits A and B and any attachments, schedules and amendments attached hereto.

Date: _____

Signature of Agent for Contractor

Printed Name of Agent for Contractor

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 Name: _____ Date: _____
(Print Name and Department)

**EXHIBIT A
STATEMENT OF WORK**

This Statement of Work is entered into pursuant to the Master Services Agreement between the parties dated _____. Except as otherwise expressly agreed in this Statement of Work, all terms and conditions set forth in the Master Services Agreement for Contracting for Single System Work or Consulting shall govern.

TU Project ID #: _____

Contractor: _____

Project: _____

Services to be Provided (reference Proposal if provided):

_____.

Commencement Date: _____

Completion Date: _____

Cost of Services: _____

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 date written above.

Contractor

Trinity University

Signature

Signature

Name

Name

Date

Date

This Exhibit is hereby incorporated into the Master Services Agreement for Single System Work or Consulting between Trinity and Contractor.

EXHIBIT B INSURANCE

Consulting Services:

Professional Liability: \$2 million for Major Projects
\$1 million for Minor Projects

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

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

Minor Construction/Renovation: (No Blueprints Required)

Commercial General 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

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

\$1 million Occupational Disease

Environmental/Pollution Liability: \$5 million per occurrence with Trinity University endorsed (applies to General Contractor) as an Additional Insured.

Minor Construction – (No Blueprints or Subcontractors)

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

Auto Liability: \$1 million per occurrence, Combined Single Limit for Any Autos

Employee Dishonesty/Crime: \$1 million per claim

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

\$1 million Occupational Disease

Use of Drones

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

Other Non-Construction Services:

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

Employee Dishonesty/Crime: \$1 million blanket bond to include theft of property, monies and securities of client, its employees, students, faculty, visitors and guests.

Workers' Compensation: Statutory Benefits; \$1 million Employers Liability, \$1 million Occupational Disease

Environmental Pollution Liability (if applicable): \$5 million per occurrence with Trinity University endorsed as an Additional Insured. **(for Pest Control Services and other relevant work)**

If will have access to anywhere on campus

Sexual Misconduct Liability: \$1 million per occurrence (can be included in Commercial General Liability).

Significant Repair Services including, but not limited to, Elevator Repair:

Commercial General 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

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

Environmental Pollution Liability (if applicable): \$5 million per occurrence with Trinity University endorsed as an Additional Insured.

Hazardous Waste Contractors:

Environmental Pollution 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

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

Non-Hazardous Waste Contractors including, but not limited to electronic waste, recycled waste, industrial waste, municipal waste, medical waste:

Environmental Pollution Liability: \$2 million per occurrence with Trinity University endorsed as an Additional Insured.

Auto Liability: \$1 million per occurrence, Combined Single Limit for Any Autos

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

This Exhibit is hereby incorporated into the Master Services Agreement for Single System Work or Consulting between Trinity and Contractor.