

TRINITY UNIVERSITY
FREELANCE MASTER SERVICES AGREEMENT

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

WHEREAS, Trinity desires to retain the Freelancer to _____

(hereafter "Professional Services"); and

WHEREAS, the Freelancer 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 Freelancer to provide Professional Services described on a statement of work substantially in the form of Exhibit A, and Freelancer 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 Freelancer 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, Freelancer shall be responsible for invoicing Trinity upon completion of the work.
3. Independent Contractor. The Freelancer 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 Freelancer 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 Freelancer shall be liable for their 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. The Freelancer will perform their obligations under this Agreement in compliance with all applicable laws, regulations, and ordinances applicable to the services contemplated under this Agreement.
6. Representation of Non-Infringement. The Freelancer represents and warrants that all deliverables and Professional Services rendered shall be the Freelancer's own work and shall not infringe upon or violate the rights of any third-party.

7. 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 Freelancer 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 Freelancer to Trinity of the copyright in the work, including all right, title and interest therein and Freelancer will cooperate with Trinity to execute any documents necessary to document Trinity's ownership.

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 Freelancer represents and warrants that the Freelancer 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. Trinity, in its sole discretion, reserves the right to require Freelancer to provide proof of insurance. For purposes of the Professional Services provided under this Agreement, Trinity:

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

_____ Waives proof of liability insurance for Freelancer. Freelancer understands that they are responsible for their own claims or any claims made against them.

To the extent permitted by law, all insurance policies shall endorse Trinity University and its trustees, officers, employees, 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. Freelancer agrees to a waiver of subrogation in favor of Trinity for any policy for which Trinity University is not endorsed as an Additional Insured. Until all of Freelancer's obligations hereunder have been fully performed, Freelancer shall maintain, and shall also ensure that each of Freelancer's independent contractors, subcontractors and agents at every tier employed directly or indirectly by Freelancer 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.

Regardless of whether insurance is waived, neither Trinity nor Trinity's workers' compensation insurance shall cover Freelancer or Freelancer's employees, subcontractors or agents for any

injuries or harm incurred by Freelancer or Freelancer's employees, subcontractors or agents while performing services under this Agreement.

11. Limitation of Liability. In no event will Trinity be liable to the Freelancer 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 Freelancer with respect to the Professional Services performed hereunder that gave rise to the claim or cause of action.

12. Indemnification. The Freelancer agrees to indemnify, defend, and hold harmless Trinity, its trustees, officers, employees, agents, and volunteers from any and all loss, liabilities, claims, all injuries and illnesses, including work-related claims and outbreaks of contagious or infectious disease, of Freelancer and its independent contractors and subcontractors, all auto liability claims of Freelancer and its independent contractors and subcontractors, demands, expenses or costs, including attorneys' fees, arising out of or relating to any breach by the Freelancer of the Freelancer's obligations under this Agreement, and the acts or omissions of the Freelancer or any of the Freelancer's officers, employees, agents, independent contractors or subcontractors 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.

13 Confidential Information. The parties acknowledge that in connection with the Professional Services, Trinity may disclose to the Freelancer confidential and proprietary information, and that Freelancer 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"). Freelancer 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 Freelancer hereby agrees to use Confidential Information only as needed to perform the Professional Services under this Agreement; 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 Freelancer's role; to not misuse Confidential Information; and to handle Confidential Information with a reasonable degree of care. To the extent the Freelancer is privy to any student Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), the Freelancer is designated as a School Official, within the meaning of the Act, and will comply with all requirements thereof.

- a. 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, proprietary technology, etc.).

- b. Exceptions to Confidential Information. The foregoing restrictions shall not apply to information that the Freelancer can demonstrate (1) was generally known prior to the date of disclosure of the same to the Freelancer by Trinity; (2) becomes generally known through no act or omission by the Freelancer; (3) is supplied to the Freelancer, subsequent to the date of disclosure of the same to the Freelancer 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 Freelancer shall promptly notify Trinity of such requirement to afford Trinity an opportunity to prevent or limit such disclosure.
- c. Return of Confidential Information. Upon completion of the Professional Services or upon termination of this Agreement, Freelancer shall within thirty (30) days, return to Trinity, all Confidential Information of Trinity, whether received from Trinity or prepared by Freelancer, without retaining any copies thereof, except Freelancer 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 even upon completion or termination of the Agreement).

14. Term and Termination Without Cause. This Agreement may be terminated upon the mutual written consent of the Freelancer 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 Freelancer.

15. 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.

16. Subcontracting and Assignment. The Professional Services to be performed hereunder are personal to Freelancer and the Freelancer 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.

17. 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.

18. No Waiver. Any failure or delay in the enforcement of the rights detailed in this Agreement by Freelancer or TRINITY shall not constitute a waiver of those rights or be deemed a basis for estoppel. Freelancer and TRINITY may exercise their rights under this Agreement despite the delay or failure to enforce the rights.

19. 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 in and supersedes 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 or inconsistency, the terms and provisions of Trinity's Freelance Master Services Agreement shall govern and control.

20. 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.

Freelancer

Trinity University

Signature

Signature

Name

Name

Date

Date

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 Contact: _____ Date: _____
Print Name and Department

EXHIBIT A
STATEMENT OF WORK

This Statement of Work is entered into pursuant to the Freelance Master Services Agreement between the parties. Except as otherwise expressly agreed in this Statement of Work, all terms and conditions set forth in the Freelance Master Services Agreement shall govern.

Department and Individual Requesting Freelance Services:

Professional Services/Deliverables:

Term – Start Date: _____ Completion Date: _____

Compensation:

Ownership of Deliverables:

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.

Freelancer

Trinity University

Signature

Signature

Name

Name

Date

Date

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

EXHIBIT B INSURANCE

If Trinity requires Freelancer to provide proof of insurance, Freelancer agrees to maintain until all of Freelancer'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 Freelancer'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. Freelancer 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.



Freelance Writing Services

Licensee Initials _____

Commercial General Liability or Professional Liability: \$1 million per Occurrence; if claims made policy include 3 year extended reporting period.



Freelance Photographers & Videographers

Licensee Initials _____

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



Other On-Campus Freelance Services (specify): _____

Licensee Initials _____

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

Other Insurance

(specify): _____

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