

TRINITY UNIVERSITY
STAFFING MASTER SERVICES AGREEMENT

This STAFFING MASTER SERVICES AGREEMENT (this “Agreement”) is entered into effective as of _____ (Effective Date), by and between Trinity University, an agency and institution of higher education of the State of Texas (“Trinity”) and _____ (the “Staffing Agency”).

RECITALS

WHEREAS, Trinity desires to retain the Staffing Agency to: _____;
_____;
(hereafter “Staffing Services”); and

WHEREAS, the Staffing Agency desires to enter into an agreement with Trinity to provide Staffing Services as described under this Agreement 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 Staffing Agency to provide the Staffing Services described on a statement of work substantially in the form of Exhibit A, and Staffing Agency 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 Staffing Services to be performed, description of deliverable(s), the schedule for completion, and compensation, (including all fees and expenses).
2. Timing and Compensation. The Staffing Agency shall perform the services in the timeframe and for the compensation set forth in Exhibit A. Unless otherwise indicated in the statement of work, Staffing Agency shall be responsible for invoicing Trinity upon completion of the work.
3. Independent Contractor. Staffing Agency 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 Staffing Agency 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. Staffing Agency 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 and University Policy. The Staffing Agency and its employees will perform their obligations under this Agreement in compliance with all applicable laws, regulations, ordinances and Trinity policies, including but not limited to, Alcohol, Drugs, Weapons, Tobacco-Free, Anti-Harassment, and Sexual Misconduct (available at <https://policies.trinity.edu>).
6. 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.
7. Inherent Risk. The Staffing Agency acknowledges and agrees that it is cognizant of and shall bear all risk of loss or damage related to, all the inherent dangers and risks involved in the performance of the Staffing Services at Trinity, including but not limited to bodily injury.

8. Permits, Licenses, Certifications. If Staffing Agency is providing employees that are required to have permits, licensees, or certifications, then Staffing Agency is responsible for verifying and shall provide copies upon request of Trinity.

9. Insurance. Until all of Staffing Agency's obligations hereunder have been fully performed, Staffing Agency shall maintain, and shall also ensure that each of Staffing Agency's contractors and subcontractors at every tier employed directly or indirectly by Staffing Agency 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.

Staffing Agency shall maintain, at their sole cost, the following types of insurance:

- 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 Staffing Agency's employees. Such insurance shall be in full force and effective at all times Staffing Agency and any of their employees, agents, subcontractors is or are at Trinity. Neither Trinity nor Trinity's workers' compensation insurance shall cover Staffing Agency or Staffing Agency's employees, subcontractors or agents for any injuries or harm incurred by Staffing Agency or Staffing Agency's employees, subcontractors or agents while performing services under this Agreement.
- Professional Liability insurance with minimum occurrence limits of one million dollars (\$1,000,000)

The insurance policies required under this Section, require notice to Trinity 30 days before termination or restrictive amendment; must contain waiver of subrogation rights as to Trinity, contain cross-liability and severability of interests coverage, and be primary and non-contributory. Staffing Agency shall provide Trinity with Certificates of Insurance for all of the insurance policies required under this section with written endorsement of Trinity University as an Additional Insured where applicable and other evidence of the required coverage as requested at least 5 business days prior to the effective date of this Agreement and annually thereafter.

10. Term and Termination. This Agreement will remain in effect until terminated in accordance with this Section.

a. Termination Without Cause. This Agreement and any associated Statements of Work may be terminated upon the mutual written consent of the Staffing Agency 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 Staffing Agency.

b. Termination for Cause. Trinity may terminate this Agreement and any associated Statements of Work at any time, effective immediately upon written notice to the Staffing Agency, if (i) the Staffing

Agency defaults in their duties or obligations under this Agreement, (ii) a petition for relief in bankruptcy or reorganization or arrangement is filed by or against the Staffing Agency or any affiliate of the Staffing Agency, (iii) Trinity develops a good faith concern that any provision of the Agreement, or implementation thereof, violates any law, regulation or other applicable authority, or (iv) Trinity develops a good faith concern that an act or omission by the Staffing Agency is, or could become, a detriment to the students of Trinity. The Staffing Agency may terminate this Agreement, effective immediately upon written notice to Trinity, if Trinity defaults in its obligations under this Agreement and the default is not cured within thirty (30) days after receipt by Trinity with written notice thereof setting forth the default.

c. Effect of Termination. The termination of the Agreement for any reason shall not affect any right, obligation or liability which has accrued under this Agreement on or before the effective date of such termination. Upon termination of this Agreement for any reason, Staffing Agency will cooperate with Trinity and do all things reasonably necessary to achieve an efficient transition of the Staffing Services without detriment to the rights of Trinity. Without limiting the foregoing, the Staffing Agency will, before receiving final payment of any fees, 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.

11. Indemnification. Staffing Agency 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 Staffing Agency and its employees, independent contractors and subcontractors, all auto liability claims of Staffing Agency and its employees, independent contractors and subcontractors, demands, expenses or costs, including attorneys' fees, arising out of or relating to any breach by the Staffing Agency of the Staffing Agency's obligations under this Agreement, and the acts or omissions of the Staffing Agency or any of the Staffing Agency's officers, employees, agents, or contractors with respect to providing the Staffing 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. This Section shall survive any termination of this Agreement.

12. Limitation of Liability. In no event will Trinity be liable to the Staffing Agency 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 Staffing Agency with respect to the professional services performed hereunder that gave rise to the claim or cause of action.

13. Confidential Information. The parties acknowledge that in connection with the Staffing Services, Trinity may disclose to the Staffing Agency confidential and proprietary information, and that Staffing Agency may also create such information within the scope and in the course of performing the Staffing Services (hereinafter, subject to the exceptions below, "Confidential Information"). Staffing Agency 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 Staffing Agency hereby agrees to use Confidential Information only as needed to perform the Staffing 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 Staffing Agency's role; to not misuse Confidential Information; and to handle Confidential Information with a reasonable degree of care. To the extent the Staffing Agency is privy to any student Education Records, as defined by the Family Educational Rights and Privacy Act (FERPA), the Staffing Agency 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, source code, proprietary technology, etc.).

b. Exceptions to Confidential Information. The foregoing restrictions shall not apply to information that the Staffing Agency can demonstrate (1) was generally known prior to the date of disclosure of the same to the Staffing Agency by Trinity; (2) becomes generally known through no act or omission by the Staffing Agency; (3) is supplied to the Staffing Agency, subsequent to the date of disclosure of the same to the Staffing Agency 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 Staffing Agency 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 services or upon termination of this Agreement, Staffing Agency shall within thirty (30) days, return to Trinity, all Confidential Information of Trinity, whether received from Trinity or prepared by Staffing Agency, without retaining any copies thereof, except Staffing Agency 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. Non-Discrimination. If applicable, 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.

If placement will be a Direct Hire, (defined as an employee directly hired as a Trinity employee), the Staffing Agency will refer all individuals to apply for employment directly with Trinity on Trinity's website. If the individual is employed by the Staffing Agency and Trinity later posts the position, the individual will be required to apply for the job on Trinity's website.

15. Record Retention. Trinity is a federal contractor subject to the requirements of Executive Order 11246, section 503 and VEVRAA, including the requirement to report to OFCCP information on the individuals referred to Trinity for employment between Trinity and Staffing Agency. Staffing Agency will collect and maintain records in accordance with the requirements of 41 CFR 60-1.12, 41 CFR 60 3-4, and 41 CFR 60-3.15 on Trinity's behalf.

16. Criminal Background Check and Credit History. As required by Trinity policy, Staffing Agency 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. Staffing Agency further agrees that all employees, independent contractors, subcontractors, and agents 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.

17. No Infringement or Misappropriation. Staffing Agency represents and warrants that the Staffing Services to be performed hereunder by Staffing Agency 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 Staffing Agency will indemnify, defend, and hold harmless Trinity, its trustees, officers, agents, employees, guests and contractors from any and all liabilities, claims, demands, expenses or costs, including attorneys' fees, arising out of any such infringements or misappropriations. The Staffing Agency also represents that it is not bound by any agreement that would be violated by Staffing Agency's performance of the Staffing Services or by Staffing Agency's fulfillment of their obligations hereunder.

18. Work for Hire. The parties agree that any copyrightable work product created by the Staffing Agency in relation to the Staffing Services provided under this Agreement 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 Staffing Agency to Trinity of the copyright in the work, including all right, title and interest therein.

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. Force Majeure. 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 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").

21. Subcontracting and Assignment. The Staffing Services to be performed hereunder are personal to Staffing Agency and Staffing Agency 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. Waiver of Subrogation. Notwithstanding anything to the contrary herein, to the extent that any claim herein described is or would be covered by any insurance policies carried or required to be carried by the Staffing Agency hereunder, and to the fullest extent permitted by applicable law, Staffing Agency hereby waives any and all claims, and releases Trinity from any and all liability or responsibility to the Staffing Agency or anyone claiming through or under the Staffing Agency, by way of subrogation or otherwise, for any (i) loss or damage to any building, structure, or other tangible property (ii) liability for personal injury or other tortious conduct, or (iii) losses under workers' compensation laws and benefits, even though such loss, damages, or liability might be caused by the negligence of such party, its agents, contractors, guests, or employees. Nothing contained herein should be construed as any obligation of Trinity to require other parties to waive any rights of subrogation they may possess against or with respect to the Staffing Agency.

23. Entire Agreement. This Agreement and the attached Exhibit A represent 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 between the terms of the Agreement and any other Exhibits, Attachments, Schedules, Amendments, etc. the terms of this Agreement shall govern and control.

24. 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.

25. 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.

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

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.

STAFFING AGENCY Signature required
prior to submission for TU signature.

TRINITY UNIVERSITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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 Review: _____ Date: _____
Print Name and Department

**EXHIBIT A
STATEMENT OF WORK**

This Statement of Work is entered into pursuant to the Staffing 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 Staffing Master Services Agreement shall govern.

Hiring Department and Individual Requesting Staffing Services:

Professional Services/Deliverables:

Term - Start Date: _____ Completion Date: _____

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 date written above.

Staffing Agency

Trinity University

Signature

Signature

Name

Name

Date

Date

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