

**TRINITY UNIVERSITY
CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered into effective as of _____, by and between Trinity University, an agency and institution of higher education of the State of Texas (“UNIVERSITY”) and _____ (the “CONSULTANT”).

RECITALS

The UNIVERSITY desires to contract with the CONSULTANT for Consulting Services (as defined below), and CONSULTANT, as independent contractor, desires to provide such Consulting Services to the UNIVERSITY.

AGREEMENT

In consideration of the premises and the mutual agreements of the parties contained herein, the parties hereby agree as follows:

1. APPOINTMENT AND RELATIONSHIP OF PARTIES

1.1. Engagement. The UNIVERSITY hereby engages the CONSULTANT to provide the Consulting Services, and CONSULTANT hereby accepts such engagement, pursuant to the terms and conditions contained herein.

1.2. Independent Contractor. CONSULTANT shall at all times be an independent contractor as to the UNIVERSITY and nothing in this Agreement is intended, nor shall anything be construed, to create between the UNIVERSITY and CONSULTANT any relationship of principal and agent, employer and employee, partnership or joint venture, and they shall not represent themselves otherwise.

1.3. Liability for Obligations and Taxes. CONSULTANT 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.

2. CONSULTING SERVICES AND COMPENSATION

Consulting Services. The parties hereto acknowledge and agree that the Consulting Services that are the subject of this Agreement shall consist of the following (the “Consulting Services”):

2.1. Venue of Consulting Services. The parties hereto acknowledge and agree that the Consulting Services shall be performed at Trinity University (the “Venue”).

2.2. Timing and Compensation. The CONSULTANT shall be prepared to perform the Consulting Services at the Venue at _____ on _____, and will continue through approximately _____, at a flat rate of _____ (the “Compensation”). The Compensation shall be paid by the UNIVERSITY to the CONSULTANT no later than ___ days after the conclusion of the Consulting Services.

2.3. 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.

2.4. Inherent Risk. The CONSULTANT acknowledges and agrees that they are 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 Consulting Services at the Venue, including but not limited to bodily injury.

2.5. Compliance with Law. The CONSULTANT will perform their obligations under this Agreement in compliance with all applicable laws, regulations, ordinances and rules, including, but not limited to, the UNIVERSITY regulations.

2.6. Compliance with University Policies. CONSULTANT shall, and shall cause its suppliers, officers, agents, guests, affiliates, or contractors to, at all times comply with all policies, rules and written or unwritten directives of the UNIVERSITY, including but not limited to Alcohol, Drugs, Weapons, Tobacco-Free, and Sexual Misconduct. UNIVERSITY policies may be found at <https://inside.trinity.edu/policies>.

2.7. Permits, Licenses, etc. CONSULTANT shall secure, pay for and comply with all permits, licenses and approvals, necessary for proper execution and completion of the Consulting Services. CONSULTANT shall provide copies of any permits, licenses or approvals to the UNIVERSITY, upon request by the UNIVERSITY.

2.8. UNIVERSITY Facilities.

2.8.1. The UNIVERSITY, in its sole discretion, shall provide passes for CONSULTANT’s personnel as necessary to provide access to UNIVERSITY facilities for the performance of the Consulting Services. No other passes will be honored by the UNIVERSITY. CONSULTANT shall furnish the UNIVERSITY with a list of all personnel requiring access to the UNIVERSITY’s facilities no later than one (1) week prior to the date the CONSULTANT requires access to any UNIVERSITY facility.

2.8.2. In the event that passes have not been issued in accordance with Section 2.8.1, the CONSULTANT agrees that neither they nor any of their personnel shall access any UNIVERSITY facility unless an authorized representative of the UNIVERSITY is present.

3. INSURANCE

3.1. Types of Insurance. Until all of CONSULTANT’s obligations hereunder have been fully performed, CONSULTANT shall maintain, and shall also ensure that each of CONSULTANT’s subcontractors at every tier employed directly or indirectly by CONSULTANT 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.

3.1.1. CONSULTANT shall maintain, at their sole cost, 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) combined single limit for bodily injury and property damage with Trinity UNIVERSITY endorsed as an Additional Insured; Automobile Liability insurance with minimum occurrence and combined single limits of \$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 \$1,000,000 per occurrence covering all of the CONSULTANT's employees. Such insurance shall be in full force and effective at all times CONSULTANT and any of their employees, agents, subcontractors is or are at the Venue.

3.2. Insurance Obligations. The insurance policies required under this Section, require notice to Client 30 days before termination or restrictive amendment; must contain a waiver of subrogation rights as to Client, contain cross-liability and severability of interests coverage, and be primary and non-contributory. CONSULTANT shall provide UNIVERSITY 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.

4. TERMINATION

4.1. Termination Without Cause. This Agreement may be terminated upon the mutual written consent of the CONSULTANT and the UNIVERSITY. Notwithstanding any provision of this Agreement to the contrary, the UNIVERSITY may terminate this Agreement without cause and without penalty, at any time, upon at least thirty (30) days prior written notice to the CONSULTANT.

4.2. Termination for Cause. The UNIVERSITY may terminate this Agreement at any time, effective immediately upon written notice to the CONSULTANT, if (i) the CONSULTANT 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 CONSULTANT or any affiliate of the CONSULTANT, (iii) the UNIVERSITY develops a good faith concern that any provision of the Agreement, or implementation thereof, violates any law, regulation or other applicable authority, or (iv) the UNIVERSITY develops a good faith concern that an act or omission by the CONSULTANT is, or could become, a detriment to the students of the UNIVERSITY. The CONSULTANT may terminate this Agreement, effective immediately upon written notice to the UNIVERSITY, if the UNIVERSITY defaults in its obligations under this Agreement and the default is not cured within thirty (30) days after receipt by the UNIVERSITY of written notice thereof setting forth the default.

4.3. Force Majeure Event. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the occurrence of a Force Majeure Event (as defined in

Section 8.7).

4.4. 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, CONSULTANT will cooperate with the UNIVERSITY and do all things reasonably necessary to achieve an efficient transition of the Consulting Services without detriment to the rights of the UNIVERSITY. Without limiting the foregoing, the CONSULTANT will, before receiving final payment of any fees, deliver to the UNIVERSITY or to such person or persons as the UNIVERSITY may direct, all documents, including without limitation, permits, books, records and accounts, insurance policies, files and other materials relating to the UNIVERSITY.

5. INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1. Indemnification. CONSULTANT agrees to indemnify, defend, and hold harmless the UNIVERSITY, 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 breach by the CONSULTANT of the CONSULTANT's obligations or representations and warranties under this Agreement, and the acts or omissions of the CONSULTANT or any of their suppliers, officers, agents, guests, affiliates, or contractors with respect to providing the Consulting Services contemplated herein. Such right to indemnity under this Agreement shall be in addition to, rather than to the exclusion of, the rights of the UNIVERSITY at law or in equity. This Section shall survive any termination of this Agreement.

5.2. Consequential or Other Damages. In no event will the UNIVERSITY or any of its trustees, officers, agents, employees, guests and contractors be liable to the CONSULTANT or any other person or entity for payment of any consequential, incidental, punitive or other special damages arising from a failure to perform its obligations under this Agreement, including but not limited to lost profits.

6. CONFIDENTIAL INFORMATION/SAFEGUARD STANDARD

6.1. 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 information; student financial information (including addresses, phone numbers, bank and credit card account numbers, income and credit histories, and Social Security numbers); credit card information received in the course of business by the UNIVERSITY; information pertaining to the UNIVERSITY'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 the UNIVERSITY (such as computer programs, client and vendor proprietary information, source code, proprietary technology, etc.).

6.2. Exceptions to Confidential Information. The foregoing restrictions shall not apply to information that the CONSULTANT can demonstrate (1) was generally known prior to the date of disclosure of the same to the CONSULTANT by the UNIVERSITY; (2)

was in the CONSULTANT'S possession prior to the date of disclosure of the same to the CONSULTANT by the UNIVERSITY; (3) becomes generally known through no act or omission by the CONSULTANT; (4) is supplied to the CONSULTANT, subsequent to the date of disclosure of the same to the CONSULTANT by the UNIVERSITY, by a third party not under an obligation of confidentiality with respect to such information; or (5) 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 CONSULTANT shall promptly notify the UNIVERSITY of such requirement to afford the Institution an opportunity to prevent or limit such disclosure.

6.3. Confidentiality Policies. As a CONSULTANT with access to Confidential Information, the CONSULTANT is required to conduct itself in strict conformance with applicable federal and state laws, the European Union General Data Protection Regulation, as well as the UNIVERSITY'S policies governing Confidential Information. In that regard, the CONSULTANT hereby agrees to use Confidential Information only as needed to perform the specific functions assigned to the CONSULTANT, to access Confidential Information only for which it has a need-to-know basis based upon its role, 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 CONSULTANT'S role, and to not misuse Confidential Information or carelessly handle Confidential Information.

6.4. Criminal Background Check and Credit History. CONSULTANT agrees that it will conduct a criminal background check prior to allowing an employee access to UNIVERSITY's Confidential Information and will require the same of any subcontractors, agents, or consultants assigned to do work for the UNIVERSITY and that all employees 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 related to financial wrongdoing including, but not limited to, embezzlement, fraud, money laundering, theft or other acts indicating dishonesty may not be assigned to the UNIVERSITY if such assignment would involve access to financial information, private personal information, social security numbers, and other confidential or proprietary information.

6.5. Return of Confidential Information. Upon completion of the Consulting Services or upon termination of this Agreement, CONSULTANT shall within thirty (30) days, return to the UNIVERSITY or secure return from any subcontractor to the UNIVERSITY, all Confidential Information of the UNIVERSITY without retaining any copies thereof and shall certify the same to the UNIVERSITY in writing within ten (10) days after such completion or termination.

7. NO INFRINGEMENT OR MISAPPROPRIATION

CONSULTANT represents and warrants that the Consulting Services to be performed hereunder by CONSULTANT 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 CONSULTANT will indemnify, defend, and hold harmless the UNIVERSITY, 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 CONSULTANT also represents that

they are not bound by any agreement that would be violated by CONSULTANT's performance of the Consulting Services or by CONSULTANT's fulfillment of their obligations hereunder.

8. MISCELLANEOUS

8.1. No Recording of Performance. No audio or visual recording of the Consulting Services shall be made by either party hereto without the prior mutual written consent of the parties hereto.

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

8.3. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, return receipt requested, or delivered by hand, messenger or reputable overnight courier, and shall be deemed given when received at the addresses set forth below, or at such other address furnished in writing to the other parties hereto.

If to the UNIVERSITY: [_____]

If to the CONSULTANT: [_____]

8.4. Paragraph Headings. The paragraph headings used in this Agreement are descriptive only and have no legal force or effect whatever.

8.5. Use of Pronouns. The use of the neuter, singular pronoun to refer to a party described in this Agreement shall be deemed a proper reference whether the party is an individual, a partnership, a corporation, or group of two or more individuals, partnerships or corporations. The grammatical changes required to make the provisions of this Agreement applicable to corporations, partnerships, individuals, or groups of individuals, and to females as well as males shall in all instances be assumed as though in case fully expressed.

8.6. 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.

8.7. 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, or any other similar cause beyond the reasonable control of either party (a "Force Majeure Event").

8.8. Subcontracting and Assignment. The Consulting Services to be performed hereunder are personal to CONSULTANT and CONSULTANT shall not assign, transfer, or

delegate any of their rights, interest or obligations under this Agreement including a subcontract without the UNIVERSITY's prior written consent, which the UNIVERSITY may grant or withhold in its sole and absolute discretion. CONSULTANT shall also not collaterally assign this Agreement or any payments due or to become due hereunder without prior written consent of the UNIVERSITY, which the UNIVERSITY may grant or withhold in its sole and absolute discretion.

8.9. 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 CONSULTANT hereunder, and to the fullest extent permitted by applicable law, CONSULTANT hereby waives any and all claims, and releases the UNIVERSITY from any and all liability or responsibility to the CONSULTANT or anyone claiming through or under the CONSULTANT, 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 tortuous 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, invitees, or employees. Nothing contained herein should be construed as any obligation of the UNIVERSITY to require other parties to waive any rights of subrogation they may possess against or with respect to the CONSULTANT.

8.10. 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 between the terms of the Agreement and any other Exhibits, Attachments, Schedules, Amendments, etc. the terms of this Agreement shall prevail.

8.11. Counterparts. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

8.12. Governing Law and Venue. This Agreement shall be subject to and governed by the laws of the State of Texas, excluding any conflicts-of-law rule or principle that might refer the construction or interpretation of this Agreement to the laws of another state. 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.

8.13. Federal Contractor. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. If applicable, the parties to this Agreement will abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified protected individuals on the basis of disability and requires affirmative action by covered prime contractors and

subcontractors to employ and advance in employment qualified individuals with disabilities. The parties hereto incorporate the requirements of 41 CFR 60-1.4(a)(7), 60-300.5(d) and 60-741.5(d), and 29 CFR Part 471, Appendix A to Subpart A, if applicable.

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.

CONSULTANT Signature required prior to submission for TU signature.

By: _____
Name: _____
Title: _____

TRINITY UNIVERSITY

By: _____
Name: _____
Title: _____

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 or a Designated Authorized Signator of Trinity University. To view the list of Designated Authorized Signators please see:

<https://drive.google.com/file/d/0B8030oGUHUpSUXFWNIBvNEVwVVU/view>.

Department Review: _____ Date: _____
Print Name