

_____, 20__

Vendor Name

Vendor Address

Re: _____

Dear _____:

Thank you for the agreement provided in the name of _____ (the "Vendor"), related to _____ (the "Underlying Agreement"), a copy of which is attached to this letter agreement (the "Letter Agreement"), and together with the Underlying Agreement, the "Agreement". We, Trinity University ("Trinity"), have reviewed the Underlying Agreement, and this Letter Agreement shall serve as an amendment to the Underlying Agreement. Trinity agrees to the terms and conditions of the Underlying Agreement, except that, notwithstanding anything to the contrary in the Underlying Agreement, the following terms and conditions shall apply:

- (i) Effect of Letter Agreement. In the event of any conflict or inconsistency, the terms and provisions of this Letter Agreement shall govern and control over the terms and provisions of the Underlying Agreement.
- (ii) Termination. This Agreement may be terminated, at any time, by either party upon thirty (30) days prior written notice to the other party
- (iii) Confidentiality. The parties acknowledge that certain records and documents maintained by each party relating to Trinity students are governed by confidentiality laws and each party agrees to protect those records in accordance with the provisions of any such relevant laws. Vendor agrees not to release any such confidential information to any third party without Trinity's prior written consent.
- (iv) Notice. Any notice or other communication required or desired to be served, given or delivered to any party hereunder shall be in writing, to either party at the address shown below, until and unless such party notifies the other of a change of address for the purposes of this Section and shall be effective (i) upon receipt, if hand delivered or telecopied, or (ii) on the fifth (5th) day after being deposited in the United States mail, certified mail, return receipt requested, first class postage prepaid:

As to Vendor

As to Trinity

_____	_____
_____	_____
_____	_____

(v) Insurance.

- a. Before performance of and until all of Vendor’s obligations hereunder have been fully performed, Vendor shall maintain, and shall also ensure that each of Vendor’s subcontractors at every tier employed directly or indirectly by Vendor 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.
- b. Vendor shall maintain, at its sole cost, commercial general liability insurance, including but not limited to bodily injury, property damage and personal and advertising injury, in the amount of at least one million dollars (\$1,000,000) combined single limit for bodily injury and property damage, workers’ compensation insurance to fully cover all liability under the workers’ compensation and employers’ liability laws of the State of Texas, and business automobile liability insurance in the amount of at least one million dollars (\$1,000,000). Such general liability and automobile liability insurance shall name Trinity as an additional insured thereon.
- c. Vendor shall submit Certificates of Insurance with a list of policy forms, endorsements and declarations, or, upon request of Trinity, certified copies of full policies and endorsements, acceptable to Trinity, at least ten (10) days prior to the commencement of the services contemplated by this Agreement. All policies shall further contain a waiver of subrogation in favor of Trinity, and Trinity shall be specifically added and named as an additional insured on all of Vendor’s insurance policies provided for in this Section.

(vi) 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.

(vii) Indemnification. To the maximum extent permitted by law, Vendor shall indemnify, defend, and hold harmless Trinity, its trustees, officers, directors, agents, members, partners, principals, employees, guests, affiliates and contractors from any and all liabilities, claims, demands, expenses or costs, including attorneys’ fees, arising out of any breach by Vendor of Vendor’s obligations or representations and warranties under this Agreement, and the acts or omissions of Vendor or any of its suppliers, officers, directors, agents,

members, partners, principals, guests, affiliates, or contractors with respect to performing its obligation under this Agreement. 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.

- (viii) Consequential or Other Damages. In no event will Trinity or any of its trustees, officers, agents, employees, guests and contractors be liable to Vendor 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.
- (ix) Amendment. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- (x) Governing Law and Venue. This Agreement is governed by and shall be construed under 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.
- (xi) Compliance with University Policies. Vendor 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>.
- (xii) Background Checks. Vendor agrees that it will not assign any individuals, subcontractors, agents, consultants, etc. to Trinity who have not successfully completed a criminal background check. Vendor further agrees that it will immediately remove any employees, subcontractors, agents, consultants, etc. who are performing services for Trinity who have not, and upon such removal, Vendor shall notify Trinity of the action.
- (xiii) 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.

- (xiv) Counterparts. This Letter Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- (xv) Complete 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.
- (xvi) 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Should you have any questions regarding this Agreement, please feel free to contact Risk Management and Insurance at 210-999-8919.

If the terms of the Underlying Agreement as amended by this Letter Agreement accurately set forth our understanding, please confirm your consent by signing the both copies of this letter in the space provided and returning one copy to the undersigned.

Trinity University

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AGREED:

Vendor Name

By: _____

Name: _____

Title: _____

Date: _____

Department Review: _____ Date: _____
Print Name & Dept.