



TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY
STANDARD PURCHASING AGREEMENT
FOR GOODS AND SERVICES UNDER \$5,000

Contract Number (Assigned By OGC)

This Standard Purchasing Agreement ("Agreement") is entered into between the Texas Southern University ("University") and ("Contractor"). University and Contractor may be referred to singularly as a "Party" and collectively as the "Parties."

- 1. TERM: The term of this Agreement ("Term") will begin on and end on, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.
2. SERVICES: Insert detailed description of the goods and/or services to be provided by Contractor pursuant to this Agreement ("Services") and attach additional pages if necessary.

Check here if an exhibit, offer, proposal or other similar document (collectively, "Attachment") is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, this Agreement will prevail.

3. COMPENSATION: Check one box only:

- This is a fixed price contract. University will pay Contractor the amount of \$.
This is not a fixed price contract. University will pay Contractor an amount not to exceed \$(based on an hourly fee and/or other method of calculation as follows:
This is not a fixed price contract and will be performed on a service-order basis. University will pay Contractor an amount not to exceed \$(based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by University). University will engage Contractor on an "as-needed if needed" basis and does not guarantee the purchase of any quantity or dollar amount of Services.

4. PAYMENT TERMS: Contractor shall submit detailed invoices to University describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. University will pay undisputed amounts within thirty (30) days of receiving goods or invoices, whichever occurs later. Payment terms are subject to Chapter 2251 of the Texas Government Code.

5. ELIGIBILITY TO RECEIVE PAYMENT: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payments if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Contractor, Contractor



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agrees that payment under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

6. **CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the Services, Contractor will be deemed an independent contractor and not University's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services. Contractor shall perform the Services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services.

Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any employment with Texas Southern University) within the past two (2) years. If so, Contractor must attach a separate statement setting forth the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of Contractor's duties.

7. **INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

8. **OWNERSHIP OF WORK PRODUCT:** All work products, including any software, research, reports, studies, data photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed work for University upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by University for use by Contractor in connection with the Services performed under this Agreement will remain University's property.

9. **INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless University, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors.

10. **INSURANCE:** Unless an appropriate University representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contractor will enter University property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage as required by law with statutory limits for the State of Texas, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work.



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11. **INSPECTION AND ACCEPTANCE OF SERVICES:** University reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, University may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to University; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to University in this Agreement or otherwise available at law.
12. **RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the work prior to University's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to University pursuant to this Agreement must be FOB destination.
13. **COMPLIANCE:** Contractor shall observe and abide by all applicable laws, regulations and University policies and procedures. Contractor shall certify that he/she or it is in compliance with all applicable state and federal laws as it relates to the terms and conditions of this Agreement.
14. **CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protect/privacy laws and regulations and University policies.
15. **PUBLICITY:** Contractor shall not use University's name, logo or other likeness in any press release, marketing material or other announcement without University's prior written approval.
16. **SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.
17. **PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code]
18. **BONDS:** if applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.
19. **AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of University, the Texas State Auditors and/ or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
20. **TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
21. **DEFAULT:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting



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Party. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.

- 22. TERMINATION FOR CONVENIENCE: University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor.
23. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing.

To University

Dept. Name:
Attn:
Address:

To Contractor

Attn:
Address:

With a copy to:

Office of the General Counsel
Hannah Hall, 310
3100 Cleburne
Houston, TX 77004

With a copy to:

Attn:
Address:

- 24. BREACH OF CONTRACT CLAIMS: To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement...
25. FUNDING CONTINGENCY: University's performance under this Agreement may be dependent upon appropriation of funds...
26. CONTRACTOR REPRESENTATIONS: If Contractor is a business entity, it represents that: (i) it is duly organized...
27. WAIVER: Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as waiver of any subsequent breach.



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28. **SURVIVAL:** Termination or expiration of this Agreement will not affect the Parties' rights or obligations that, by their nature and context, are intended to survive termination or expiration.
29. **ELECTRONIC DELIVERY:** Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.
30. **LIMITATIONS:** Terms and conditions of this agreement will only be binding on the University to the extent permitted by the Constitution and laws of the State of Texas.
31. **GOVERNING LAW; VENUE:** This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties' consent to jurisdiction of the courts in Harris County, Texas.
32. **AUTHORITY:** The person signing below on behalf of the University and Contractor warrants that he/she has the authority to execute this Agreement according to its terms.
33. **OFFICIALS NOT TO BENEFIT:** No trustee, officer, director, regent, employee, administrator and representative of University shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.
34. **NONDISCRIMINATION:** Contractor shall comply with Federal and State of Texas civil rights laws and University policies prohibiting discrimination and harassment. Contractor shall not discriminate against an employee or applicant for employment with respect to the hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, gender, national origin, age, sexual orientation, veteran status, or disability that is unrelated to the individual's ability to perform the duties of a particular position. A breach of this covenant may be regarded as a material breach of the Agreement.
35. **MISCELLANEOUS:** This Agreement, together with any Attachment(s), constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representation and understanding made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement with University's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.



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INSURANCE REQUIREMENTS WAIVER – IF the Insurance Requirements are not applicable to the Services or if University otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate University representative may waive the requirements by initialing here _____ Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

University

Contractor

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature _____
Printed Name: _____
Title: _____
Date: _____

Note: Modification of this Form requires approval by the Office of General Counsel.