**The University of Texas at San Antonio**

**Service Agreement**

This **SERVICES AGREEMENT** (this “**Agreement**”) is entered into by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, a government agency and institution of higher education of the State of Texas (“**UTSA**”), and PROVIDER NAME, CHOOSE ONE AND DELETE REMAINING CHOICES: AN INDIVIDUAL, A COMPANY OR AN ENTITY whose address is ADDRESS ("**Provide**r"), and is effective for all purposes on DATE (“**Effective Date**”).

UTSA and Provider agree as follows:

1. **Services.** Provider will perform the services ("**Services**”) and provide deliverables (“**Deliverables**”) set forth in **Exhibit A**, attached and incorporated for all purposes, to the satisfaction of UTSA.
2. **Term.** The term (“**Term**”) of this Agreement will commence on DATE, and will continue through DATE, unless sooner terminated as provided herein.
3. **Compensation.** Provider’s fees for the Services and Travel Expenses (defined below), if any, are set forth in **Exhibit B**, attached and incorporated for all purposes. UTSA will pay to Provider compensation for performance of the Services within thirty (30) days after receipt of an appropriate invoice (“**Invoice**”) and UTSA’s approval of Services. Payment will be made in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, *Texas Government Code*. Provider will submit Invoice that include payment dates of Service, and details of Services provided. Payment for delivery of Services, and rendered will not be unreasonably withheld or delayed. If UTSA disapproves any amount submitted for payment by Provider, UTSA will give Provider specific reasons for disapproval in writing. Upon resolution of any disputed charges, Provider will re-invoice such remaining charges to UTSA.
4. **Relationship of the Parties.** For purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, Provider is an independent contractor and is not an employee, partner, joint venturer, or agent of UTSA.  Provider will make no representation that Provider is an employee of UTSA.
5. **Warranties and Representations.**
	1. **Compliance with Laws and Policy.** Provider warrants and agrees that Provider will perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by UTSA, Provider warrants and agrees that Provider will perform the Services in compliance with all UTSA’s Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "**UTSA Rules**" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (the “**Board**”) (found at <http://www.utsystem.edu/board-of-regents/rules> and referred to herein as the (“**Regents’ Rules**”); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/sites/policy-library>); (iii) the institutional rules and regulations and policies of UTSA (which may be found at <https://www.utsa.edu/policies/>); (iv) UTSA’s Standards of Conduct Guide, which is located at <http://utsa.edu/acrs/>; (v) the UTSA’s parking rules and regulations (which may be found at <http://www.utsa.edu/campusservices/parking/Regs/index.html>); and (vi) Child Protection Training, which may be found at <http://www.utsa.edu/acrs/Training/sb1414_training.html>.
	2. **Licenses and Certifications**. Provider will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.
	3. **Performance**. Provider represents that Provider has the personnel, experience, and knowledge necessary to qualify Provider for the particular duties to be performed under this Agreement. Provider warrants that all services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.
	4. **Authority**. Provider represents and agrees that this Agreement reflects Provider’s full and correct name and that Provider is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.
	5. **Conflict of Interest**. Provider represents, and agrees that Provider presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Provider’s performance of the Services hereunder. Provider further warrants that no relationship or affiliation exists between Provider and UTSA that could be construed as a conflict of interest with regard to this Agreement.
6. **Deliverables and use of Documents.** The documents and tools used in performing the Services will remain the exclusive property of UTSA. All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Provider in connection with the Services (collectively, "**Service Deliverables**"), whether or not accepted or rejected by UTSA, are the property of UTSA and for its exclusive use and re‑use at any time without further compensation and without any restrictions. Provider will not sell, disclose, or obtain any other compensation for the Service Deliverables. Provider will not, with regard to Service Deliverables, apply for, in Provider’s name or otherwise, any copyright, patent or other property right and Provider acknowledges that any such property right created or developed remains the exclusive right of UTSA. Provider will not use Service Deliverables in any manner for any other purpose without the express written consent of UTSA.
7. **Confidentiality.** All information owned, possessed or used by UTSA that is communicated to, learned, developed or otherwise acquired by Provider in the performance of Services for UTSA, that is not generally known to the public, will be confidential and Provider will not, beginning on the date of first association or communication between UTSA and Provider and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence of such information to another or use such information for Provider's own benefit or the benefit of another unless required by law. Except when defined as part of the Services, Provider will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Provider as an independent contractor of UTSA in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of UTSA.
8. **Assignment.**  Provider's interest in this Agreement (including Provider's duties and obligations under this Agreement, and the fees due to Provider under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of UTSA. The benefits and burdens of this Agreement are assignable by UTSA.
9. **Insurance.** Provider acknowledges and understands that UTSA does not maintain and will not obtain insurance of any type to protect Provider against any loss, damage or injury that may in any way result from Provider’s performance of the Services. Provider hereby releases UTSA, the University of Texas System, their officers and employees from any and all liability for any loss, damage, injury or costs relating to the performance of the Services, UTSA’s use of the SERVICE deliverables, or UTSA’s reliance of the Services provided hereunder.
10. **Indemnity.** Provider will indemnify, hold harmless and defend UTSA, its officers, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys’ fees, of any kind or nature, arising from Provider’s performance of the Services.
11. **Force Majeure.** Neither UTSA nor Provider will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
12. **Termination.** UTSA may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Provider. Upon such termination, UTSA will pay Provider, at the rate set out in **Exhibit B,** for Services satisfactorily performed through the date of termination. Notwithstanding any provision in this Agreement to the contrary, UTSA will not be required to pay or reimburse Provider for any Services performed or for expenses incurred by Provider after the date of the termination notice that could have been avoided or mitigated by Provider.
13. **Notice.** Any notices required under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, or e-mail as provided below, and notice will be deemed given if delivered by (i) certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) hand, overnight courier, or (iii) e-mail, when fully transmitted with reasonable confirmation of receipt:

**UTSA: PROVIDER:**

The University of Texas at San Antonio Insert Mailing Address and Email Address

Attn: Sr. Vice President for Business Affairs

One UTSA Circle

San Antonio, TX 78249

Email: vpbaoffice@utsa.edu

1. **Invalidity of Prior Agreements.** This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the Services and expresses the entire agreement and understanding between the parties with reference to the Services. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee of either party, nor will any written modification of it be binding on UTSA until approved in writing by authorized representatives of both UTSA and Provider.
2. **Additional Statutory Provisions**
	1. **Governing Law & Venue**. In any lawsuit or legal dispute arising from the operation of this Agreement, Provider agrees that the laws of the State of Texas will govern. Venue will be in the District Court of Texas, Bexar County, Texas.
	2. **Dispute Resolution.** To the extent that that [Chapter 2260, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2260.htm), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by UTSA and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. The chief business officer of UTSA will examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by UTSA nor any other conduct, action or inaction of any representative of UTSA relating to the Agreement constitutes or is intended to constitute a waiver of UTSA’s or the state's sovereign immunity to suit; and (ii) UTSA has not waived its right to seek redress in the courts.
	3. **Tax Certification.** If Provider is a taxable entity as defined by [Chapter 171, *Texas Tax Code*](http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.171.htm), then Provider certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Provider is exempt from the payment of those taxes, or Provider is an out‑of‑state taxable entity that is not subject to those taxes, whichever is applicable.
	4. **Payment of Debt or Delinquency to the State.**  Pursuant to §§[2107.008](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2107.htm#2107.008) and [2252.903](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#2252.903), *Texas Government Code*, Provider agrees any payments owing to Provider under the Agreement may be applied directly toward any debt or delinquency Provider owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
	5. **Texas Family Code Child Support Certification.**Pursuant to [§231.006, *Texas Family Code*](http://www.statutes.legis.state.tx.us/Docs/FA/htm/FA.231.htm#231.006), Provider certifies it is not ineligible to receive the award of or payments under the Agreement, and acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
	6. **State Auditor’s Office.** Provider understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “**Auditor**”), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm#51.9335), [73.115(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.73.htm#73.115) and [74.008(c)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.74.htm#74.008), *Texas Education Code*). Provider agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Provider will include this provision in all contracts with permitted subcontractors.
	7. **Texas Child Protection Training.** Child Protection Training (“**Child Protection Training**”) is required for anyone having contact with a minor as part of a camp or program under the following: 1) camp or program with minors that lasts six (6) hours or more on any given day; 2) camp or program with minors that continues for multiple days no matter what the duration is per day; and/ or 3) camp or program which requires an overnight stay. Provider will complete the Child Protection Training in accordance with Section 51.976, *Texas Education Code,* in performing his/her duties and obligations under this Agreement.
	8. **Payment by Electronic Funds Transfer.** Section 51.012, *Texas Education Code*, authorizes UTSA to make any payment through electronic funds transfer methods. Provider agrees to receive payments from UTSA through electronic funds transfer methods, including the automated clearing house system (also known as “**ACH**”). Prior to the first payment under the Agreement, UTSA will confirm Provider’s banking information. Any changes to Provider’s banking information must be communicated to UTSA in writing at least thirty (30) days in advance of the effective date of the change.
	9. **Notice under Federally Funded Agreements.** If this agreement includes the payment of federal funds, the following EEO and Affirmative Action provisions will apply:

Under this Agreement, UTSA is operating as a federal provider obligated to take affirmative action to employ females, minorities, individuals with disabilities, and protected veterans. UTSA is required to notify the Provider that the Provider may also have such obligations under this Agreement.

The following laws, codes, and regulations are attached to and incorporated into this Agreement for all purposes: (1) the Equal Employment Opportunity Clause required under Executive 11246, (41 C.F.R. 60-1.4); (2) the affirmative action commitment for special disabled veterans and veterans of the Vietnam Era set forth in 41. [C.F.R. 60-300.44(f)(1)(ii)]; (3) the Affirmative Action Clause for Section 503 of The Rehabilitation Act of 1973 set forth in 41 [C.F.R. 60-741.44(f)(1)(ii); and (4) the related regulations of Secretary of Labor, (41 C.F.R.)., Chapter 60.

The notification under this Section does not necessarily mean that the Provider has any of the affirmative action obligations referenced above. The Provider’s obligations under applicable law will depend upon a number of factors including the dollar amount of this Agreement and the size of the Provider’s workforce. The Provider will abide by all applicable affirmative action requirements stipulated in this Section.

**15.10 ADDITIONAL STATE STATUTORY REQUIREMENTS FOR BUSINESS ENTITIES**. this Section 15.10 applies only to for-profit business entities (not to individuals and not to non-profit organizations).

**Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, *Texas* *Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm#F), Provider certifies Provider is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, *Texas Government Code*](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2270.v2.htm), Provider certifies Provider (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**Contractor Certification Regarding COVID-19 Vaccination.** Pursuant to Section 161.0085, Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**15.11 Technology Access; Cybersecurity Training Program.** If Provider and/or itssubcontractors, officers, or employees will have an account on a state computer system (for example, to access a database on that system), then pursuant to [Section 2054.5192, *Texas Government Code*,](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fstatutes.capitol.texas.gov%2F&data=02%7C01%7Ckelli.morrison%40utsa.edu%7C37fadc5a9b9743e059bd08d7e64147b4%7C3a228dfbc64744cb88357b20617fc906%7C0%7C0%7C637231040576690579&sdata=kmTsirgBBW3Yv5dYm3I%2Bh8NUMPBgYltCviRIfBKGh3c%3D&reserved=0) Provider and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, *Texas Government Code*](https://nam03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fstatutes.capitol.texas.gov%2F&data=02%7C01%7Ckelli.morrison%40utsa.edu%7C37fadc5a9b9743e059bd08d7e64147b4%7C3a228dfbc64744cb88357b20617fc906%7C0%7C0%7C637231040576690579&sdata=kmTsirgBBW3Yv5dYm3I%2Bh8NUMPBgYltCviRIfBKGh3c%3D&reserved=0) and selected by the University.  The cybersecurity training program must be completed by Provider and its subcontractors, officers, and employees during the term and any renewal period of this Agreement.  Provider will ensure compliance with the cybersecurity training program.  Provider shall verify completion of the program to the University.

1. **Criminal Background Check.** Provider will submit to a Criminal Background Check (“**Criminal Background Check**”) as/if requested by UTSA, which may include verification of Provider’s address(es) and social security number. Provider agrees to provide information and complete documents as/if requested by UTSA for the purpose of a Criminal Background Check. Provider’s failure to timely submit the requested information or documents may result in UTSA’s termination of this Agreement without further notice to Provider. UTSA will bear the expense of the Criminal Background Check.

**In Witness Whereof,** the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

**Provider:**

Signature Date

Print Full Name / Title (if not in individual capacity)

***For Provider who signs this Agreement as an individual, initial below.***

By initialing here , I represent that I am a citizen of the United States or a U.S. Lawful Permanent Resident.

\***Provider may be subject to IRS tax reporting**\*

**For UTSA use only**

**Budgetary Authorization**:

Cost Center / Project ID Performing Party Vendor ID (*Optional - for Payment Efficiency Only*)

 **[DO NOT USE SSN]**

Department Budget Authority Approver:

Print Name and Title Signature Date

**Additional Supervisory Approval (only if required by area)**

Print Name and Title Signature Date

**UTSA**

Signature Date

Print Name and Title

**Exhibit “A”**

**Services**

##

1. **Overview of Services:**

Provider will perform Services to      (Describe the intended purpose of Services and then DELETE this explanation)

1. **Deliverables:**

Provider will deliver the following: (Please list in detail and DELETE any lines you do not use including this one.)

*
*

**Exhibit “B”**

**Compensation**

1. **Compensation:**

**CHOOSE ONE AND DELETE REMAINING CHOICES - including this line. REMOVE YELLOW HIGHLIGHTS.**

Provider will be paid a flat rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ . ) for Services.

**OR**

Compensation will be based on a DAILY rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ . )

for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) days between DATE and DATE, (YEAR).

**OR**

Compensation will be based on AN HOURLY rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ . )

.

Total compensation paid by UTSA to Provider for Services will not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ . ), which amount does not include applicable sales tax or Travel Expenses (below), without the express written consent of UTSA.

Compensation will be made upon completion of Services and as per terms outlined in

Section 3. Compensation.

1. **Travel Expenses:**

Provider will be reimbursed without mark-up for reasonable expenses including meals, lodging, mileage, and airfare (coach class only) that Provider validly incurs directly and solely in support of completing Provider’s obligations herein (collectively "**Travel Expenses**"). Provider agrees and acknowledges that in regard to reimbursement for Travel Expenses, Provider will be subject to the State of Texas Travel Reimbursement Guide (“**Travel Reimbursement Guide**”) (located at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>) as may be amended from time to time. Further, Provider agrees and acknowledges that Provider will not be reimbursed by UTSA for expenses that are prohibited or that exceed the allowable amounts set forth in the Travel Reimbursement Guide. Airfare reimbursements will be provided for general coach seating only and must be approved in advance by UTSA. As a condition precedent to receiving reimbursement for Travel Expenses, Provider will submit to UTSA receipts, invoices, and other documentation as required by UTSA.

The estimated Travel Expenses to be reimbursed to Provider under this Agreement are as follows:

Meals: $\_\_\_\_\_\_\_\_\_\_

Lodging: $\_\_\_\_\_\_\_\_\_\_

Mileage: $\_\_\_\_\_\_\_\_\_\_

Airfare: $\_\_\_\_\_\_\_\_\_\_

Parking: $\_\_\_\_\_\_\_\_\_\_

Other Miscellaneous Travel Expenses: $\_\_\_\_\_\_\_\_\_\_

Total: $\_\_\_\_\_\_\_\_\_\_\_

Notwithstanding the foregoing, reimbursement for Travel Expenses will not exceed a maximum of $\_\_\_\_\_\_\_without the prior written approval of UTSA.

OPTIONAL: Estimated Travel Expenses prepaid by UTSA through the use of UTSA CLIBA Card or other direct payment methods, and not encumbered under this Agreement: [DEPARTMENT MUST DELETE OPTION IF NOT APPLICABLE]

Meals: $\_\_\_\_\_\_\_\_\_\_

Lodging: $\_\_\_\_\_\_\_\_\_\_

Mileage: $\_\_\_\_\_\_\_\_\_\_

Airfare: $\_\_\_\_\_\_\_\_\_\_

Parking: $\_\_\_\_\_\_\_\_\_\_

Other Miscellaneous Travel Expenses: $\_\_\_\_\_\_\_\_\_\_

The total amount paid on the CLIBA Card or other direct payment methods: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[Note: Delete all bracketed ([ ]) and highlighted text before sending this Agreement forward.]**