



PROFESSIONAL SERVICE AGREEMENT
between
TEXAS A&M UNIVERSITY – SAN ANTONIO
and

Commented [A1]: Enter name of Vendor/Consultant here in ALL CAPS AND BOLD

This Professional Service Agreement (“Agreement”) shall become effective as of the last date signed by both parties (the “Effective Date”) by **Texas A&M University – San Antonio**, (“A&M-SA”) of the Texas A&M University System, an agency of the State of Texas (A&M-SA), having its’ principal place of business at One University Way, San Antonio, Texas 78224 and xxxxxxxxxxxxxxx (“Contractor”), having its’ principal place of business at O’Hare International Center 10275 Higgins Road Suite 280, Rosemont, IL 60018.

Commented [A2]: Enter name of the Professional service here as listed on their W-9, along with what their specialty field position is: Example: (Artist) (Professor) (Doctor) or just (Contractor, Vendor or Consultant), however you want them identified as their short name throughout the agreement. It can even be the initials of the business.

*Note that whatever they are listed here in parenthesis, you will need to **“Find” and “Replace”** this name throughout the document where it references this short name.

WITNESSETH that the Agreement and A&M-SA, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF WORK

International Sports Science Association will perform the services as set forth in Attachment A, Scope of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.

Commented [A3]: ENTER their address same as listed on their W-9, NO P.O. Boxes has to be their physical address.

Commented [A4]: ENTER name of the Professional Service here

2. TERM AND TERMINATION

2.1 This Agreement commences on _____ through _____ for a period of one (1) annual year term with an option to renew for an additional four (4) years.

Commented [A5]: This Attachment is at the end of this Agreement, where you add the Scope of Work with the details on the work this Professional will be contracted for.

2.2 Either party may terminate this Agreement within a sixty (60) day advance written notice to the other party.

Commented [A6]: Enter the effective date this Professional will be starting through the last date they will be working on this project. Agreements cannot bypass a 5 year period. You can say for example: This Agreement commences on January 1, 2025 through December 31, 2025, with an option to renew on a one year annual basis with an Addendum approved by both parties for an additional Four (4) years.

3. PAYMENT TERMS

A. In full consideration for the Services rendered by CONTRACTOR under this Agreement, A&M-SA shall pay CONTRACTOR in accordance with the terms set forth in Attachment B, Payment Terms, attached hereto.

Commented [A7]: Make sure to replace this with whatever you replace the () short name on the intro. Section throughout the document.

B. CONTRACTOR will submit monthly invoices to A&M-SA. Each invoice must reference the A&M-SA purchase order number (which will be provided to CONTRACTOR within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that A&M-SA may reasonably request to support the invoice amount. A&M-SA will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the “Texas Prompt Payment Act”), which shall govern remittance of payment and remedies for late payment and non-payment.

*REMOVE THE HIGHLIGHTS ON THE REPLACEMENT THAT ARE SHOWN HERE AS SAMPLE.

3. OWNERSHIP OF CREATED WORKS

CONTRACTOR irrevocably assigns, transfers and conveys to A&M-SA, for no additional consideration, all of **CONTRACTOR**'s ownership, rights, title and interest in and to all works prepared by **CONTRACTOR** under this Agreement ("Deliverables"), including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. **CONTRACTOR** certifies that all Deliverables will be original, or that **CONTRACTOR** will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by A&M-SA. **CONTRACTOR** shall secure for A&M-SA all consents, releases, and contracts and perform other reasonable acts as A&M-SA may deem necessary to secure and evidence A&M-SA's rights in any Deliverable.

4. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the other party. "Confidential Information" does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.
- B. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may only disclose Confidential Information to its personnel having a need to know the Confidential Information to fulfill the Receiving Party's obligations under this Agreement. The Receiving Party may not reproduce, disclose, or use Confidential Information except in performing its obligations under this Agreement. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- C. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of three (3) years.

5. COMPLIANCE WITH LAWS

- A. **CONTRACTOR** shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.

6. FERPA

For purposes of the Family Educational Rights and Privacy Act ("FERPA"), A&M-SA hereby designates **CONTRACTOR** as a school official with a legitimate educational interest in any education records (as defined in FERPA) that **CONTRACTOR** is required to create, access, receive, or maintain in order to fulfill its obligations under this Agreement. **CONTRACTOR** shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or A&M-SA in writing. **CONTRACTOR** is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. **CONTRACTOR** shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on **CONTRACTOR** in this Section, including without limitation, the prohibition on redisclosure. **CONTRACTOR** shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

7. INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless A&M-SA, A&M System, and their regents, employees and agents (collectively, the "A&M System Indemnitees") from and against any third-party claims, damages, liabilities, expense or loss asserted against A&M System Indemnitees arising out of any acts or omissions of **CONTRACTOR** or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such liability, loss or damage arises from an A&M System Indemnitee's gross negligence or willful misconduct.

8. INSURANCE

Insurance requirements as stated within Attachment C, attached hereto.

9. DATA PRIVACY

- i. **CONTRACTOR** shall hold A&M-SA's data in confidence. **CONTRACTOR** shall only use or disclose A&M-SA's data for the purpose of fulfilling **CONTRACTOR**'s obligations under this Agreement, as required by law, or as otherwise authorized in writing by A&M-SA. **CONTRACTOR** shall restrict disclosure of the A&M-SA's data solely to those employees, subcontractors or agents of **CONTRACTOR** that have a need to access the A&M-SA's data in order for **CONTRACTOR** to perform its obligations under this Agreement. **CONTRACTOR** shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on **CONTRACTOR** in this Agreement.
- ii. **CONTRACTOR** shall, within two (2) business days of discovery, report to A&M-SA any use or disclosure of A&M-SA's data not authorized by this Agreement or in writing by A&M-SA. **CONTRACTOR**'s report must identify: (a) the nature of the unauthorized use or disclosure, (b) the A&M-SA data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what **CONTRACTOR** has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action **CONTRACTOR** has taken or will take to prevent future similar

unauthorized use or disclosure. **CONTRACTOR** shall provide such other information, including a written report, as reasonably requested by A&M-SA.

- iii. **CONTRACTOR** must promptly notify A&M-SA of any legal request for A&M-SA's data from a third party and take (and assist A&M-SA in taking) appropriate steps not to disclose such A&M-SA data.
- iv. Within thirty (30) days of the expiration or termination of this Agreement, **CONTRACTOR**, as directed by A&M-SA, shall return all A&M-SA data to A&M-SA in its possession (or in the possession of any of its subcontractors or agents) or delete all such A&M-SA data if return is not feasible. **CONTRACTOR** shall provide A&M-SA with at least ten (10) days' written notice of **CONTRACTOR's** intent to delete such A&M-SA data, and shall confirm such deletion in writing.

10. NOTICES: Any notice required or permitted under this Agreement must be in writing and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, **email** or other commercially reasonable means and will be effective when actually received. A&M-SA and Agreement can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M-SA: One University Way
 San Antonio, Texas 78224
 Attention:
 Title:
 E-mail:

Contractor: _____
 Name of Organization:
 Attention: _
 Title: _
 Phone:
 Email:

Commented [A8]: Enter the name of the Principle person from A&M-SA that will be working on this project, communicating with the other party here.

Commented [A9]: Enter the name of the Organization or Professional and address here, with their name, Title, Phone, and email.

11. MISCELLANEOUS PROVISIONS

- A. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this Agreement and any other documents constituting part of this Agreement, the terms of this Agreement shall control.
- B. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- C. **Representations & Warranties.** If **CONTRACTOR** is a business entity, **CONTRACTOR** warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization

and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of **CONTRACTOR** has been duly authorized to act for and bind **CONTRACTOR**.

- D. Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by **CONTRACTOR**'s Service to A&M-SA. Except as specifically required under the terms of this Agreement, **CONTRACTOR** (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of A&M-SA or A&M System. As an independent contractor, **CONTRACTOR** is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. **CONTRACTOR** and its employees shall observe and abide by all applicable A&M-SA policies, regulations, rules and procedures, including those applicable to conduct on its premises.
- E. Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.
- F. Non-Assignment.** **CONTRACTOR** shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M-SA.
- G. Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- H. Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- I. Force Majeure.** Neither Party shall be nonperformance and responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide

the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

- J. Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- K. Venue.** Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against A&M-SA is to be in the county in which the principal office of A&M-SA's governing officer is located.
- L. Non-Waiver.** A&M-SA is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. **CONTRACTOR** expressly acknowledges that A&M-SA is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M-SA of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of A&M-SA.
- M. Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M-SA and **CONTRACTOR** to attempt to resolve any claim for breach of contract made by **CONTRACTOR** that cannot be resolved in the ordinary course of business. **CONTRACTOR** shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of A&M-SA, who shall examine **CONTRACTOR**'s claim and any counterclaim and negotiate with **CONTRACTOR** in an effort to resolve the claim. This provision and nothing in this Agreement waives A&M-SA's sovereign immunity to suit or liability, and A&M-SA has not waived its right to seek redress in the courts.
- N. Public Information Act.** **CONTRACTOR** acknowledges that A&M-SA is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon A&M-SA's written request, **CONTRACTOR** will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M-SA to A&M-SA in a non-proprietary format acceptable to A&M-SA that is accessible by the public. **CONTRACTOR** acknowledges that A&M-SA may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and **CONTRACTOR** agrees that this Agreement can be terminated if **CONTRACTOR** knowingly or intentionally fails to comply with a requirement of that subchapter.
- O. Certification Regarding Business with Certain Countries and Organizations.** **CONTRACTOR** represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. **CONTRACTOR** acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

- P. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, **CONTRACTOR** certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- Q. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, **CONTRACTOR** agrees that any payments owing to **CONTRACTOR** under this Agreement may be applied directly toward certain debts or delinquencies that **CONTRACTOR** owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- R. **State Auditor's Office.** **CONTRACTOR** understands that acceptance of funds under this 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 pursuant to Section 51.9335(c), Texas Education Code. **CONTRACTOR** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **CONTRACTOR** will include this provision in all contracts with permitted subcontractors.
- S. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, **CONTRACTOR** certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. **CONTRACTOR** acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- T. **Verification Regarding Discrimination Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, **CONTRACTOR** verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- U. **Verification Regarding Boycotting Energy Companies.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, **CONTRACTOR** verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. **CONTRACTOR** acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- V. **Loss of Funding.** Performance by A&M-SA under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M-SA will issue written notice to **CONTRACTOR** and A&M-SA may terminate this Agreement without further duty or obligation hereunder. **CONTRACTOR** acknowledges that appropriation of funds is beyond the control of A&M-SA. In the event of a termination or cancellation under this Section, A&M-SA will not be liable to **CONTRACTOR** for any damages that are caused or associated with such termination or cancellation.

W. Prior Employment. CONTRACTOR acknowledges that Section 2252.901, Texas Government Code, prohibits A&M-SA from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by A&M-SA during the twelve (12) month period immediately prior to the effective date of the Agreement. If CONTRACTOR is an individual, by signing this Agreement, CONTRACTOR represents and warrants that it is not a former or retired employee of A&M-SA that was employed by A&M-SA during the twelve (12) month period immediately prior to the effective date of the Agreement.

X. Conflict of Interest. CONTRACTOR certifies, to the best of their knowledge and belief, that no A&M-SA of the A&M System’s Board of Regents, nor any officer of A&M-SA or A&M System, has a direct or indirect financial interest in CONTRACTOR or in the transaction that is the subject of the Agreement.

Y. Franchise Tax Certification. If CONTRACTOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then CONTRACTOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that CONTRACTOR is exempt from the payment of franchise (margin) taxes.

Z. Not Eligible for Rehire. CONTRACTOR is responsible for ensuring that its employees involved in any work being performed for A&M-SA under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event A&M-SA becomes aware that CONTRACTOR has a NEFR Employee involved in any work being performed under this Agreement, A&M-SA will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by A&M-SA.

In WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby on the dates indicated below.

ENTER NAME OF THE PROF. SERVICE ASSOCIATION **TEXAS A&M UNIVERSITY-SAN ANTONIO**

By: _____ By: _____
 Name: _____ Name: _____
 Title: _____ Title: _____
 Dated: _____ Dated: _____

Commented [A10]: Enter name of the Prof. Service Organization in ALL CAPS AND BOLD HERE.

ATTACHMENT A
Scope of Work

THIS IS ONLY A SAMPLE OF THE DETAILED SCOPE OF WORK TO ENTER FOR YOUR PROJECT.

Commented [A11]: SEE SAMPLE OF A SCOPE OF WORK HERE, THIS REFERENCES YOUR SECTION 1 ABOVE - ADD WHAT THE PROJECT DETAILS WORK WILL BE FOR THIS PROFESSIONAL HERE.

I. PCP (Preferred College Partner) Texas A&M University- San Antonio

A. PCP agrees to make ISSA courses available to PCP students and staff via a "Landing page." PCP may only use landing page, discount codes, and preferred pricing with PCP students, staff, or potential staff. PCP may not share the landing page, discount codes, or preferred pricing on social media or outside the organization. The landing page, discount codes, and preferred pricing should not be disclosed to non-employees.

B. PCP may market and advertise the relationship and certificate acceptance between PCP and ISSA. PCP will not link the landing page, discount codes, and preferred pricing in any advertisement.

ATTACHMENT B
PAYMENT TERMS

- a. Consultant will be paid for services rendered for a total of \$100,000 on an annual basis, for a sum of \$ 8,300.00 per month for the term as referenced on Section 2 above.
- b. Payment is not to exceed \$100,000, per this agreement.

Commented [A12]: This references your Section 3 above, enter how much your Professional will be paid in how, for example (Every 2 weeks or on Monthly basis)
See sample then erase it and replace it with your own.

ATTACHMENT C
INSURANCE REQUIREMENT

A. **CONTRACTOR** shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M-SA. By requiring such minimum insurance, A&M-SA shall not be deemed or construed to have assessed the risk that may be applicable to **CONTRACTOR** under this Agreement. **CONTRACTOR** shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. **CONTRACTOR** is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M-SA at least ten days before the effective date of the cancellation.

1. Worker's Compensation

Worker's compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers' compensation policy must include under Item 3.A., on the information page of the workers' compensation policy, the state in which work is to be performed for A&M-SA. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

*If this coverage is waived by System Risk Management, **CONTRACTOR**, his/her employees and subcontractors must sign a hold harmless and indemnification agreement.*

2. Automobile Liability

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

3. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures **CONTRACTOR's** or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

4. Umbrella Liability Insurance \$5,000,000

- B. **CONTRACTOR** shall deliver to A&M-SA evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by **CONTRACTOR** under this Agreement. **CONTRACTOR** shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
- C. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents ("Board of Regents"), The Texas A&M University System ("A&M System") and A&M-SA as additional insureds up to the actual liability limits of the policies maintained by **CONTRACTOR**. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
- D. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and A&M-SA.
- E. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to A&M-SA ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
- F. Any deductible or self-insured retention must be declared to and approved by A&M-SA prior to the performance of any services by **CONTRACTOR** under this Agreement. **CONTRACTOR** shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
- G. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to: **Deborah Campos-Leon at dleon@tamusa.edu**
- H. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by A&M-SA in writing.