

TEXAS CHRISTIAN UNIVERSITY
GENERAL SERVICES CONTRACT

This Texas Christian University General Services Contract (“Contract”) made as of _____ (“Effective Date”) by and between Texas Christian University, (“TCU”) and _____, (“Service Provider”).

RECITAL

TCU and Service Provider desire to enter into this Contract to provide for each party’s responsibilities with respect to the services described in the attached Exhibit A, (“Services”).

With this goal in mind, the parties agree as follows.

TERMS AND CONDITIONS

- 1. Service Provider Responsibilities; Fees.** Service Provider will perform the Services to TCU as set forth on Exhibit A, and not to exceed \$ _____, and in accordance with the payment terms contained therein.
- 2. Term and Termination.** The term of this Contract shall be from the Effective Date of this Contract and end upon the conclusion of the Services provided hereunder. Either party may, at any time, at will and without cause, terminate this Contract for any reason whatsoever by giving thirty (30) days’ prior written notice to the other party. The date on which written notice is provided shall be the effective date of termination (“Effective Date of Termination”). Service Provider shall cease all work upon the Effective Date of Termination and TCU shall pay Service Provider for all work completed prior to the Effective Date of Termination.
- 3. Independent Contractor Status.** Service Provider agrees to perform and discharge all obligations hereunder as an independent contractor and not as an employee or partner of TCU. Accordingly, Service Provider is solely responsible for payment of all federal and state income taxes, workers’ compensation insurance, state employment insurance, all other taxes or contributions, liability insurance, and any union claims for welfare payments.
- 4. Representatives.** TCU’s representative for disclosing or receiving information is _____ or his/her designee. TCU may designate a substitute representative by providing written notice to Service Provider. Each Party will provide their representative’s electronic mail address to the other Party for notice and communication purposes.
- 5. INDEMNIFICATION. SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TCU AND ITS AGENTS AND EMPLOYEES FROM ANY DAMAGE, LOSS, EXPENSE, ACTION OR CAUSE OF ACTION, INCLUDING REASONABLE ATTORNEY’S FEES, ARISING FROM OR MADE BY ANY PERSON OR PERSONS SERVICE PROVIDER MAY HIRE, EMPLOY, OR SUBCONTRACT WITH, FOR ANY PURPOSE IN ANY WAY ASSOCIATED WITH THE SERVICE PROVIDER’S PERFORMANCE HEREUNDER. IT IS FURTHER UNDERSTOOD AND AGREED**

THAT, IF SERVICE PROVIDER HIRES ANY EMPLOYEE OR SUBCONTRACTOR TO PERFORM WORK FOR SERVICE PROVIDER IN CONNECTION WITH SERVICE PROVIDER'S PERFORMANCE HEREUNDER, THEN SERVICE PROVIDER SHALL TAKE SUCH ACTION TO INDEMNIFY AND SAVE HARMLESS TCU AND ITS AGENTS AND EMPLOYEES AT SERVICE PROVIDER'S SOLE RISK, EXPENSE AND LIABILITY AND SERVICE PROVIDER FURTHER HEREBY ASSUMES ALL LIABILITY FOR ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL ACT BY SUCH EMPLOYEE OR SUBCONTRACTOR.

SERVICE PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TCU AND ITS AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, ACTIONS, DAMAGES, LOSSES AND EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, BROUGHT OR MADE BY ANY PERSON OR PERSONS ARISING OUT OF SERVICE PROVIDER'S PERFORMANCE HEREUNDER, INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT SUCH PERFORMANCE INFRINGES ON THE PROPERTY RIGHT, COPYRIGHT, PATENT RIGHT OR OTHER SIMILAR RIGHT OF ANY PERSON OR PERSONS.

- 6. Invoice and Payment.** Invoices submitted by Service Provider must be in a form acceptable to TCU. In consideration for Service Provider's work under this Contract, Service Provider will invoice TCU upon completion of the services and in accordance with the specific schedule set forth in Exhibit A, if any. Payment terms are Net 30 days.
- 7. Force Majeure.** Neither party will be liable to the other for failure or delay in performing its obligations under this contract to the extent that failure or delay is due to a contingency beyond the reasonable control of the affected party, including war, fire, flood, natural disaster, strike, labor trouble, breakdown of equipment or machinery, epidemic, pandemic, accident, riot, act of court of competent jurisdiction, act or request of governmental or public health authority, reasons relating to the health or safety of employees, participants, or the general public, or act of God.
- 8. AA/EEO Compliance.** TCU and Service Provider respectively agree to comply with all Applicable Laws and rules and regulations which are now or may become applicable. As used herein "Applicable Laws" means all laws, statutes, ordinances, regulations, guidelines or requirements now in force or hereafter enacted by any applicable Governmental Authority including, if and as applicable (1) the United States Occupational Safety and Health Administration requirements and similar Texas requirements, (2) the Americans with Disabilities Act requirements and "ADA" requirements applicable in Texas, (3) requirements of the Fair Labor Standards Act and applicable Texas wage and hour laws, (4) requirements under Title VII of the Civil Rights Act of 1964, as amended, (5) the Age Discrimination in Employment Act requirements, and (6) applicable building codes and zoning requirements of the City of Fort Worth.

As an AA/EEO employer, TCU recruits, hires, and promotes qualified persons in all job classifications without regard to age, race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national origin, ethnic origin, disability, genetic information, protected veteran status, or any other basis protected by law. Further, TCU

requires its contractors and its subcontractors to abide by, and Service Provider certifies that it will comply with any local, state or federal laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, gender, gender identity, gender expression, national origin, ethnic origin, disability, genetic information, protected veteran status, or any other basis protected by law. If either party is required to pay any fine or penalty resulting from the other party's failure to comply with such laws, rules or regulations, the party failing to comply shall immediately reimburse the other for any such payment.

9. Miscellaneous.

- 9.1 Entire Contract.** This Contract constitutes the sole Contract of the Parties with respect to its subject matter. It supersedes any prior oral or written Contracts or communications between the Parties. It may not be modified except in a writing signed by the Parties.
- 9.2 No Assignment.** Neither Party may assign this Contract without the other Party's prior written consent, which must not be unreasonably withheld.
- 9.3 Notices.** All notices and other communications required or permitted under this Contract must be in writing and must be sent to the Party's representative's electronic mail address and the Party's mailing address.
- 9.4 Severability.** If any part of this Contract is for any reason held to be unenforceable, the rest of it remains fully enforceable.
- 9.5 Headings.** Headings are for convenience only and do not affect the interpretation of this Contract.
- 9.6 Applicable Law.** Any dispute between the parties that results from this Contract shall be governed by the laws of the State of Texas. Any action brought to enforce any provision of this Contract or arising out of this Contract and/or its performance or nonperformance shall be brought only in the Federal and State courts located in Tarrant County, Texas. By entering into this Contract, Service Provider agrees not to challenge the jurisdiction or venue of the Texas Courts at any time or in any proceeding arising out of or related to this Contract or its enforcement.
- 9.7 Counterparts.** This Contract may be signed in counterparts, each of which is considered an original, but all of which constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract as of the Effective Date.

For Texas Christian University:

For _____:

Signature

Signature

Printed Name

Printed Name

Date

Date

EXHIBIT A

Project Name

Description of Services Provided

Technical Requirements

Required Deliverables

Cost

Payment Schedule

Scope of Work

Project Objectives

Schedule

Tasks

Deliverables

Payment

Expected Outcomes