**Services Agreement**

This **Services Agreement** *(the “Agreement”),* dated effective as of **the last date of Binding Signature by the Parties** *(the “Effective Date”),* is entered into by and between **THE UNIVERSITY OF TEXAS AT DALLAS,** an agency of **THE STATE OF TEXAS** *(“UT”),* and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,** a \_\_\_\_\_\_\_\_\_ corporation, a \_\_\_\_\_\_\_\_\_\_\_\_\_ partnership or a \_\_\_\_\_\_\_\_\_\_\_ limited liability company *(the “Contractor”, jointly with UT herein otherwise referred to as the “Parties”, and each a “Party”).*

UT needs Contractor’s services to support \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(the “Project”).*

Contractor has the expertise and qualifications, and is willing to provide services necessary to support the Project.

UT and Contractor agree as follows:

1. **Services.** Contractor will perform the services *(the “Services****”****)* and provide deliverables *(the “Deliverables****”****)* described in **Exhibit A** to the satisfaction of UT.
2. **Term.** The term *(the “Term”)* of this Agreement will begin on \_\_\_\_\_\_\_\_\_\_\_\_ and will expire \_\_\_\_\_\_\_\_\_\_\_, unless sooner terminated.
3. **Fees; Payment.** UT is exempt from Texas Sales & Use Tax on goods and services in accordance with §151.309, *Tax Code,* and Title 34 *Texas Administrative Code* §3.322, and is not required to provide a tax exemption certificate to establish its tax exempt status. Subject to and in accordance with Chapter 2251, *Government Code*, UT will pay Contractor Fees and reimburse Travel Expenses, if any, specified in **Exhibit B**, no later than 30 days after the later of 1) performance of the Services; or 2) receipt of invoice and travel receipts. In accordance with §51.012, *Education Code*, Contractor will receive payments from UT through electronic funds transfer methods. Contractor will provide Contractor’s bank information in writing on Contractor letterhead signed by an authorized representative of Contractor. UT will confirm Contractor’s bank information before the first payment. Changes to Contractor’s bank information must be communicated in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Contractor.
4. **Relationship of the Parties.** Contractor is an independent contractor and is not an employee, partner, joint venturer, or agent of UT. Contractor will not bind nor attempt to bind UT to any agreement.
5. **Warranties and Representations.**
	1. **Compliance with Laws and Policy.** Contractor will comply with (a) all applicable federal, state and local laws *(the “Applicable Laws”),* and (b) for Services performed on UT premises, the *Rules and Regulations* of the Board of Regents of UT *(the “Board****”****)* at <http://www.utsystem.edu/bor/rules/>http://www.utsystem.edu/bor/rules.htm and the policies of UT at <https://www.utsystem.edu/sites/policy-library/uts-policies> *(the “UT Rules”).* Neither Contractor, nor anyone acting for a firm, corporation or institution represented by Contractor, has (1) violated the antitrust laws of the State of Texas (ref. Chapter 15, *Business and Commerce Code)*, or federal antitrust laws, or (2) communicated directly or indirectly the content of Contractor’s response to any UT procurement solicitation to any competitor or other person engaged in a similar line of business during the procurement process for this Agreement.
	2. **Performance**. Contractor warrants that it will perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor’s profession or business.
	3. **Legal Name**. Contractor represents and agrees that this Agreement reflects Contractor’s full and correct legal name.
	4. **Ethics Matters;** **No Financial Interest.** Contractor and its officers, employees, agents, representatives and permitted subcontractors *(the “Contractor Parties****”****)* have read and understand UT’s Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-actvities>, UT’s Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics> *(the “Ethics Guidance****”****).* Contractor Parties will not assist or cause UT, Regents, officers, employees, agents, or representatives *(the “UT Parties****”****)* to violate Ethics Guidance. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
6. **Work Material.** All drawings, specifications, plans, computations, data, photographs, records, models, statements, reports, and other deliverables or materials prepared or produced by Contractor Parties in connection with the Services *(the “Work Material****”****),* whether or not accepted or rejected by UT, are the property of UT and for UT’s exclusive use and re‑use at any time without further compensation and without any restriction. Contractor grants and assigns to UT all rights in and claims to the Work Material and will cooperate with UT in obtaining or enforcing UT’s rights and claims. Contractor will not use the Work Material except as expressly authorized by this Agreement. Contractor will not apply for any copyright, patent or other property right related to the Work Material.
7. **Confidentiality and Safeguarding of UT Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of UT, or (3) have access to, records or record systems *(“UT Records****”****).* However, UT will not provide to Contractor, and Contractor will never seek to access, any UT Records that contain personally identifiable information regarding any individual that is not available to any requestor under the Texas Public Information Act *(“TPIA”),* Chapter 552, Government Code, including “directory information” of any student who has opted to prohibit the release of their “directory information” as that term is defined under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and its implementing regulations. Contractor will: (1) hold UT Records in strict confidence and will not use or disclose UT Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by UT in writing; (2) safeguard UT Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that UT Records are safeguarded and the confidentiality of UT Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with UT Rules regarding access to and use of UT’s computer systems, including UT165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>. At the request of UT, Contractor agrees to provide UT with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of UT Records.
	1. **Return of UT Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement all UT Records created or received from or on behalf of UT, will be (1) returned to UT, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any UT Records, Contractor will provide UT with written notice of Contractor’s intent to destroy UT Records. Within five (5) days after destruction, Contractor will confirm to UT in writing the destruction of UT Records.
	2. **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of UT.

* 1. **Public Information.** UT adheres to Applicable Laws (including opinions of the Texas Attorney General) related to disclosure of public information under TPIA. In accordance with §552.002 of TPIA and §2252.907, Government Code, at no additional charge to UT, Contractor will make any information created or exchanged with UT pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by UT that is accessible by the public.
1. **Transfer Prohibited.** Contractor's interest in 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 UT.
2. **Insurance.** Contractor acknowledges and understands that UT does not maintain and will not obtain insurance of any type to protect Contractor against any loss, damage or injury that may in any way result from Contractor’s performance of the Services. Contractor hereby releases UTS Parties from any and all liability for any loss, damage, injury or costs relating to the performance of the Services, UT’s use of the Work Material, AND UT’s reliance oN the Services.

1. **Indemnity.** Contractor will indemnify, hold harmless and defend UT Parties, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses (including attorneys’ fees incurred in investigating, defending or settling any of the foregoing claims), of any kind or nature, arising (1) from Contractor’s performance of the Services and/or (2) in whole or in part by any negligent act or omission, or willful misconduct, of Contractor or any Contractor Parties for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. UT will be entitled to be represented by counsel it selects at its own expense. In addition, Contractor will indemnify, hold harmless and defend UT Parties from and against all claims arising from infringement or alleged infringement of any intellectual property right arising by or out of the performance of Services.
2. **Force Majeure.** Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control.
3. **Termination.** UT may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. UT will pay Contractor for Services satisfactorily performed through the date of termination. Notwithstanding any provision to the contrary, UT will not pay Contractor Fees or reimburse Travel Expenses incurred after the date Contractor is given notice that Contractor could have avoided or mitigated.
4. **Notices.** Any notices, consents, approvals or other communications required under this Agreement will be in writing, and sent via certified mail, hand delivery, overnight courier, fax or email. Notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, fax or email, when received:

**UT: CONTRACTOR:**

[Insert mailing address.] [Insert mailing address.]

Fax: [Insert fax number.] Fax: [Insert fax number.]

Email: [Insert email address.] Email: [Insert email address.]

Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

or other person or address given in writing by either party in accordance with this Section.

1. **Entire Agreement; External Terms; Amendment.** This Agreement (including exhibits and schedules which are attached and incorporated for all purposes) states the entire agreement and understanding between the parties, supersedes all prior agreements, written or oral, between the parties with respect to the subject matter of this Agreement, and prevails over and replaces all other agreements (including shrinkwrap, clickwrap, browsewrap, web-based terms of use, and any other terms displayed in any format that UT Parties accept or agree to before or in the course of accessing or using any Services), concerning Contractor’s performance of the Services *(the “External Terms”).* Prior agreements and External Terms are null and void and will have no effect, regardless of whether UT Parties agreed to the prior agreements or External Terms. This Agreement is binding on the parties, their successors and assigns, and may not be amended except by writing signed by authorized representatives of both parties.
2. **Additional Statutory Provisions.**
	1. **Venue; Governing Law.** Collin CountyTexas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

* 1. **Breach of Contract Claims.** To the extent that Chapter 2260, *Government Code*, is applicable to this Agreement and not preempted by other applicable law, the Chapter 2260 dispute resolution process, will be used by UT and Contractor to attempt to resolve any breach of contract claim made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of UT will examine the claim, and any counterclaim, and negotiate with Contractor in an effort to resolve those claims. Neither the execution of this Agreement, nor any other conduct, action or inaction of any UT Party relating to this Agreement constitutes or is intended to constitute a waiver of UT’s or the state's sovereign immunity to suit. UT has not and does not waive its right to seek redress in the courts.
	2. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly to any debt or delinquency that Contractor owes the State of Texas or any Texas agency, regardless of when the debt or delinquency arises, until paid in full.
	3. **Child Support Certification.** Pursuant to §231.006, *Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
	4. **Contractor 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), Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
	5. **Statements and Bond.** If Services are performed on UT premises, Contractor will comply with all requirements of Subchapter C, Chapter 2252, *Government Code*, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.
	6. **Texas State Auditor’s Office (Auditor).** Acceptance of funds under this Agreement constitutes acceptance of authority of Auditor, to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Education Code*. Contractor agrees to cooperate with Auditor in the conduct of an audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
	7. **Loss of Funding.** Performance by UT may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and allocation of funds by Board. If the Legislature fails to appropriate or allot the necessary funds or the Board fails to allocate the necessary funds, UT may terminate this Agreement immediately without liability.
	8. **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)*](https://capitol.texas.gov/BillLookup/History.aspx?LegSess=87R&Bill=SB968)*)*, 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.
	9. **Federal Requirements for Telecommunications Equipment or Services.**
1. Contractor represents that it will not provide covered telecommunications equipment or services, as defined in 2 CFR § 200.216, to UT in the performance of this Agreement or any contract, subcontract, or other contractual instrument resulting from this Agreement.

(b) In the event Contractor identifies covered telecommunications equipment or services, as defined in 2 CFR § 200.216, used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of this Agreement, or Contractor is notified of such by a subcontractor at any tier or by any other source, Contractor shall report information about the contract, equipment item, and mitigation measures to UT within one business day, and provide UT with an update within ten business days that includes measures to prevent recurrence.

1. **Criminal Background Check.** If requested by UT, Contractor will submit to a criminal background check (**CBC**) which may include verification of Contractor’s addresses and tax identification number. Contractor will provide information and documents requested by UT. If Contractor fails to timely submit the information or documents, UT may terminate this Agreement under **Section 12**. UT will bear the expense of the CBC.
2. **Cybersecurity Training Program.** If Contractor and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, an account to an application, database, or network), then pursuant to [Section 2054.5192, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2054.htm#2054.5192), Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2054.htm#2054.519) and selected by UT. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to UT.
3. **Contractor Certification Relating to Critical Infrastructure**.  Pursuant to Chapter 2275, *Texas Government Code*, Contractor certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Contractor held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the *Texas Government Code* (a “designated country”) or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Contractor understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Contractor’s or its parent company's securities are publicly traded or (2) Contractor or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Contractor acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate **]**

**19. Contractor Compliance and Warranty Relating to Cloud Computing Services**. The Texas Department of Information Resources *(“DIR”)* has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services *(“CCSs****”****)* that process (including storing or transmitting) the data of Texas state agencies *(“TX-RAMP****”****).* The requirements of TX-RAMP include [Section 2054.0593 of the *Texas Government Code*](https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2054.htm#2054.0593)*,* [Title 1, Rule 202.77 of the *Texas Administrative Code*](https://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=202&rl=77)*,* andDIR’s TX-RAMP Manual.

Contractor represents and warrants that throughout the term of this Agreement it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Contractor either through this Agreement or in furtherance of this Agreement, including CCSs provided through Contractor’s subcontractors or third-party providers. A CCS used in furtherance of this Agreement includes a CCS that Contractor or its subcontractors or third-party providers use to process (including storing or transmitting) UT data, even if UT itself does not access or use that CCS. Contractor’s subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Contractor or another Contractor subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Contractor will be responsible for providing such evidence. The list of current TX-RAMP certified CCSs and DIR’s TX-RAMP Manual are set forth at <https://dir.texas.gov/txramp>. **[Option: Include if greater specificity is desired:** Contractor further represents and warrants that the only CCSs that it will provide either through this Agreement or in furtherance of this Agreement as provided above are the following:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor understands and agrees that UT may not enter into or renew a contract with Contractor to purchase CCSs that are subject to TX-RAMP unless Contractor demonstrates compliance with TX-RAMP requirements. Contractor acknowledges this Agreement may be terminated and payment withheld if Contractor does not comply with TX-RAMP or this Section.**]**

**[Alternate Option: Include if neither the Contractor nor its subcontractors or third-party providers will be providing cloud computing services (CCSs) to the University or processing (including storing or transmitting) University data using CSSs and the University wishes to document this in the Agreement. 19. Contractor Representation and Warranty That Cloud Computing Services Will Not Be Provided**. Contractor represents and warrants that neither Contractor nor any Contractor subcontractors or third-party providers will provide cloud computing services either though this Agreement or in furtherance of this Agreement that process (include storing or transmitting) UT data.

Authorized representatives of the parties have executed this Agreement effective as of the Effective Date:

**Contractor:**

Signature Date

Print Full Name / Title (*if Contractor is not an individual*)

***For Contractor who are individuals, initial below****:*

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

**Department Authorization / Funding Source**

Payments to be made from:

Project ID Contractor Vendor ID

 **[*DO NOT USE SSN*]**

Department Budget Authority Approver:

Print Name and Title Signature Date

**UT**

Signature Date

Print Name

Title

**Exhibit A**

**Services, Deliverables and Schedule**

##

1. **Services and Schedule:**

Contractor will perform the following Services on the following Schedule and in accordance with the terms of this Agreement:

1. **Deliverables and Schedule:**

Contractor will deliver the following Work Materials to UT on the following Schedule:

**Exhibit B**

**Compensation**

1. **Fees:**

**CHOOSE ONE AND DELETE REMAINING CHOICES. REMOVE YELLOW HIGHLIGHTS.**

Subject to **Section 3**, Contractor will be paid an amount equal to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) (**Fees**) for efforts expended directly and solely in performance of the Services between (DATE), (YEAR) and (DATE), (YEAR).

**OR**

Subject to **Section 3**, Contractor will be paid and amount (**Fees**) for efforts expended directly and solely in performance of the Services at an HOURLY rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) for a total number of \_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) hours between (DATE), (YEAR) and (DATE), (YEAR).

**OR**

Subject to **Section 3**, Contractor will be paid an amount (**Fees**) for efforts expended directly and solely in performance of the Service at a DAILY rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_) days between (DATE), (YEAR) and (DATE), (YEAR).

Total Fees will not exceed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dollars ($ ) (*excluding Travel Exp*enses), without written consent of UT.

Contractor may be subject to Internal Revenue Service tax reporting

1. **Travel Expenses:**

Contractor will be reimbursed *without mark-up* for reasonable travel expenses (**Travel Expenses**), including meals, lodging, mileage, and airfare (*general coach seating only*), that Contractor validly incurs directly and solely in support of Contractor’s performance of the Services. Contractor will not be reimbursed for Travel Expenses that are prohibited or that exceed the allowable amounts set forth in the State of Texas Travel Reimbursement Guide (**Guide**) at <https://fmx.cpa.state.tx.us/fm/travel/travelrates.php>, as may be amended from time to time. *Airfare reimbursement requires advance written approval by UT and will be cover general coach seating only.* Before reimbursement, Contractor must submit *original* receipts, invoices, and other documentation requested by UT.

Estimated Travel Expenses are as follows:

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

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

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

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

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

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

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

Reimbursement for Travel Expenses will not exceed a maximum of $\_\_\_\_\_\_\_without prior written approval of UT.

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