



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY – SAN ANTONIO
AND**

This Professional Services Agreement ("Agreement") shall become effective upon final signature execution of this Agreement, by **Texas A&M University – San Antonio**, a member of the Texas A&M University System, an agency of the State of Texas (TAMU-SA), and ("Consultant"), having its' principal place of business at [REDACTED].

Commented [A1]: Please enter the Consultant's name here, exactly as listed in his W-9.

Commented [A2]: Please enter the Consultants address exactly as listed in his W-9.

WITNESSETH that the Contractor and TAMU-SA, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **SCOPE OF WORK:**

The scope of work includes the work that will be provided as outlined in the attached Appendix A – "Scope of Work"

2. **TERM OF THE CONTRACT:** This Agreement's Period of Performance commences on January , 2025 through August 31, 2025. [REDACTED]

Commented [A3]: Enter completed dates please

3. **COMPENSATION AND METHOD OF PAYMENT:**

A. For the services rendered under this Agreement, TAMU-SA shall pay the Contractor for the Services in the amount of \$10,000.00 total, for the period on Section 2, on a lump sum payment upon completion of the project. An invoice will be submitted by the Contractor to Accounts Payable electronically to accounts.payable@tamusa.edu

Commented [DC4]: Enter how the consultant will be paid per diem, will he/she be paid per month or lump sum?

B. Contractor shall pay for their business and travel expenses. Reimbursement expenses will be paid for Hotel and Air travel accommodations based on Domestic main cabin round trip airfare within 7 days upon receipt of supporting itemized receipts, up to 10 round trips. Hotel rates allowed per Diem at a cost of \$124.00.

Commented [DC5]: Will the contractor be paying their own travel expenses? If not, (see highlighted verbiage) if you will be paying for their Travel Expenses, add how much? If not, this highlighted verbiage can be removed.

C. All payments shall be made by electronic direct deposit. Contractor is required to complete and submit to A&M - San Antonio a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .

D. All invoices must reference the A&M - San Antonio purchase order number (which will be provided to Contractor within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

Consultant shall submit invoices to:

Texas A&M University – San Antonio
Attn.: Accounts Payable
One University Way
San Antonio, Texas 78224

Copy of invoice to:

Texas A&M University – San Antonio
Attn.: Dept. of , name
One University Way
San Antonio, Texas 78224

Commented [A6]: Provide your Department here and to whose attention this should go to please.

4. **MISCELLANEOUS TERMS & CONDITIONS**

5. **VENUE:** This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU- SA shall be in the county in which the primary office of the chief executive officer of TAMU- SA is located. At the execution of this Contract, such county is Bexar County, Texas.

6. **GOVERNING LAW:** The validity of this Contract and all matters pertaining to this Contract, 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.

7. **SEVERABILITY:** If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

8. **HEADINGS:** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

9. **HUB Subcontracting Plan:**

A. If a subcontractor will be used to provide any commodity or service as part of the scope on a specific assignment, the PROVIDER will be required to make a good faith effort and complete the state of Texas HSP found at <https://www.tamusa.edu/business/hub-procurement/hub-programs-3/system-offices-hub-program/>. If there are pre-existing agreements in place with companies who will be hired as subcontractors, the PROVIDER will show those companies as subcontractors on the HSP and provide an explanation as to why solicitations were not done, e.g. contractual requirements. If no pre-existing agreements with companies who will be hired as subcontractors exist, then the PROVIDER will be expected to make a good faith effort according to the HSP instructions.

B. In the event that you determine you will be using a subcontractor, please contact Cynthia Gillar from the A&M-San Antonio's HUB Coordinator for the HUB Program at (210) 784-4293 or cguillar@tamusa.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.

10. **NON-ASSIGNMENT:** Contractor shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M - San Antonio.

11. **INDEPENDENT AGREEMENT:** Agreement is an independent Agreement, and neither Agreement nor any employee of Agreement shall be deemed to be an agent or employee of TAMU-SA. TAMU-SA will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Agreement shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-SA relative to conduct on its premises.

12. **ASSIGNMENT**: This Agreement is not assignable without express written agreement of TAMU-SA and Agreement.

13. **INDEMNIFICATION**: Agreement shall defend, indemnify and hold harmless TAMU-SA, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Agreement or any agent, employee or representative of Agreement in the execution or performance of this Agreement.

14. **FORCE MAJEURE**: Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

15. **DISPUTE RESOLUTION**: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-SA and Agreement to attempt to resolve any claim for breach of Agreement made by Agreement that cannot be resolved in the ordinary course of business. Agreement shall submit written notice of a claim of breach of Agreement under this Chapter to the Business Affairs Vice President and Chief Financial Officer at TAMU-SA or authorized designee of TAMU-SA, who shall examine Agreement's claim and any counterclaim and negotiate with Agreement in an effort to resolve the claim.

The submission, processing and resolution of Agreement's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Agreement, in whole or in part.

16. **DEFAULT AND TERMINATION:**

A. In the event of substantial failure by Agreement to perform in accordance with the terms of this Agreement, TAMU-SA may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-SA. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-SA may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Agreement. Upon termination pursuant to this paragraph, Agreement shall be entitled to payment of such amount as shall compensate Agreement for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided that Agreement shall deliver to TAMU-SA all completed, or partially completed, work and any and all documentation or other products and results of these services. Agreement shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-SA. TAMU-SA shall not be required to reimburse Agreement for any services performed or expenses incurred after the date of termination notice.

C. If this Agreement is terminated for any reason, TAMU-SA shall not be liable to Agreement for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. **NON-WAIVER:** PROVIDER expressly acknowledges that A&M - San Antonio is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M - San Antonio of its right to claim such exemptions, privileges, and immunities as may be provided by law.

18. **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. TAMU-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:

TAMU-SA
Texas A&M University-San Antonio
One University Way
San Antonio, Texas 78224
Attention:
Phone: (210)
E-mail:

Commented [A7]: Enter the name of who is responsible for this Agreement in your department here, their phone # and their email address please.

CONSULTANT:
Name of Consultant here
Address
Address City, State and Zip Code
Phone:
E-mail:

Commented [A8]: Enter the Consultants contact info. as listed in their W-9

19. **STATE AGREEMENT REQUIREMENTS:**

23.1 CHILD SUPPORT: 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. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated, and payment may be withheld if this certification is inaccurate."

23.2 DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, *Texas Government Code*, Agreement agrees that any payments owing to Agreement under this Agreement may be applied directly toward certain debts or delinquencies that Agreement 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.

23.3 FRANCHISE TAX CERTIFICATION: If Agreement is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Agreement certifies that it is not currently delinquent in the payment of any franchise taxes or that Agreement is exempt from the payment of franchise taxes.

23.4 COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a Agreement that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or Agreement is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate."

23.5 BUY TEXAS: With respect to all goods purchased pursuant to this Agreement, Agreement represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

20. **PUBLIC INFORMATION:**

(a) Agreement acknowledges that TAMU-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.

(b) Upon TAMU-SA's written request, Agreement will promptly provide specified Agreement information exchanged or created under this Agreement for or on behalf of TAMU-SA.

(c) Agreement acknowledges that TAMU-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.

(d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Agreement agrees that the agreement can be terminated if the Agreement knowingly or intentionally fails to comply with a requirement of that subchapter.

21. **LOSS OF FUNDING:** Performance by TAMU-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, then TAMU-SA will issue written notice to Agreement and TAMU-SA may terminate this Agreement without further duty or obligation hereunder. The agreement acknowledges that appropriation of funds is beyond the control of TAMU-SA.
22. **STATE AUDITOR'S OFFICE:** Agreement 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*. Agreement agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Agreement will include this provision in all Agreements with permitted sub-agreements.
23. **HISTORICALLY UNDERUTILIZED BUSINESS:** Agreement represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.
24. **NON-WAIVER PROVISIONS:** Agreement expressly acknowledges TAMU-SA is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-SA of its right to claim such exemptions, privileges, and immunities as may be provided by law.
25. **PROHIBITION ON AGREEMENTS WITH COMPANIES BOYCOTTING ISRAEL:** To the extent that Texas Government Code, Chapter 2271 applies 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. Agreement acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
26. **CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATION:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Agreement certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Agreement acknowledges this Agreement may be terminated if this certification is inaccurate.
27. **RECORDS RETENTION:** Agreement will preserve all Agreement information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
28. **PROHIBITION ON AGREEMENTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING:** Under Section 2155.0061, Government Code, the Agreement certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

29. **NOT ELIGIBLE FOR REHIRE:** Agreement is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in A&M System Policy 32.02, §4. Non-conformance to this requirement may be grounds for termination of this Agreement/Agreement.

30. **LIMITATIONS:** The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-SA (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-SA's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TAMU-SA except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-SA nor any other conduct, action, or inaction of any representative of TAMU-SA relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-SA's or the State's sovereign immunity to suit.

31. **CONFLICT OF INTEREST:** By executing this Agreement, Agreement and each person signing on behalf of Agreement certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

32. **ENTIRE AGREEMENT:** This document constitutes the entire agreement between TAMU-SA and Agreement. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-SA and Agreement.

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

ENTER CONSULTANTS NAME

TEXAS A&M UNIVERSITY-SAN ANTONIO

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

**APPENDIX A
SCOPE OF WORK**

**Enter a Summary of the work that is being provided here (1-2 sentences)
Add the job duties or projects that they are providing below inclusive to any activities.**

A.

II.

III.