

STEPHEN F. AUSTIN STATE UNIVERSITY SERVICES AGREEMENT

Whereas the undersigned King Ranch Poultry Services (Contractor) hereby enters into this agreement with Stephen F. Austin State University (SFASU) to provide the following designated services and/or products on the dates agreed to below:

Contractor will spray/treat the litter at the SFA Poultry Farm for beatles on six (6) occasions during the term of the agreement. Specific dates will be determined based on mutual agreement between the Department and the Contractor.

If Contractor is providing services under this Agreement, Contractor shall, in accordance with Section 2155.4441 of the Texas Government Code, purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Stephen F. Austin State University will provide the above stated Contractor with the following materials to complete the task, all other materials to be supplied by Contractor:

None.

Contractor also warrants that he/she is qualified to provide the specified services and/or products, as documented by attachments that follow. Stephen F. Austin State University acknowledges that Contractor was asked to provide this service because of his/her expertise in his/her field and not because of his/her official status.

N/A

This agreement shall begin on May 1, 2017, and shall terminate on August 31, 2018. This agreement may be terminated by either party upon thirty (30) days written notice or immediately by SFASU in the event of breach by Contractor.

All reimbursements and payments depend on any required certifications by Contractor being made or submitted no later than five working days after termination of the contracted services. Reimbursement and payment will be made at the rate specified, subject to satisfactory performance and progress having been determined by the Project Director, designated below.

Travel:

- ☒ Contractor shall be responsible for any and all travel expenses.
- ☐ Contractor shall be reimbursed for travel conducted in the pursuit of this contract and appropriate per diem. Documentation of travel costs (original receipts) shall be provided by the contractor for all travel related expenses except mileage on personal automobile. Original receipts are required for travel expenses related to hotel, rental car, commercial

coach airfare, parking, taxi, etc. Hotel expenses shall be reimbursed at no more than \$85.00 per night, plus taxes. Mileage will be tallied using the shortest route between two points as indicated by Google Maps and shall be reimbursed at a rate of 40 cents per mile. Receipts are not required for meals; however, they shall not exceed \$36.00 per day. Meals will not be provided unless overnight travel is incurred.

Fees:

Contractor shall be paid \$ 1,416.67 per spray/treatment (one thousand four hundred and sixteen dollars and sixty seven cents) for contracted services, including any and all preparation time. This agreement shall not exceed \$ 8,500.00 (eight thousand five hundred dollars), excluding travel and per diem as described herein.

As an independent contractor, Contractor understands and agrees that he/she will not be entitled to any benefits generally available to Stephen F. Austin State University employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by SFASU for such expenses except as otherwise provided in this agreement. Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein.

Intellectual Property:

- ☒ Intellectual Property is not a part of contracted services.
- ☐ SFASU and Contractor acknowledge and confirm that SFASU has special ordered or commissioned from Contractor the Work referenced above and that no party other than Contractor has rights, titles or interests in the Works. Contractor acknowledges that its services, including works on and contributions to the Work are rendered and made by Contractor at the instigation of SFASU; and all of Contractor's work and contributions are and at all times shall be regarded as "work made for hire", as that term is used in the U.S. Copyright Act. Contractor acknowledges and agrees that the Work (and all rights therein, including without limitation copyright) belong to and shall be the sole and exclusive property of SFASU.

If for any reason the Work would not be considered a work made for hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title, and interest to SFASU, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, SFASU maintains and asserts the rights to use, reproduce, incorporate, make derivative works from, and/or edit the Work in any form of medium, expression, or technology now known or hereafter developed, at any time within SFASU's discretion.

If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints SFASU to assert on Contractor's behalf Contractor's moral rights

or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for university purposes.

Contractor warrants and guarantees to SFASU that the Work is original on his or her part, is not a derivative work of any other work, and is no way a violation or infringement of any copyright belonging to any third party. CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD SFASU, ITS BOARD OF REGENTS, OFFICERS, EMPLOYEES, AFFILIATES AND AGENTS HARMLESS AGAINST ANY LOSS, EXPENSE (INCLUDING ATTORNEY'S FEES AND ALL EXPENSES WHATSOEVER), OR DAMAGE OCCASIONED BY ANY CLAIM, DEMAND, SUIT, RECOVERY, OR SETTLEMENT ARISING OUT OF BREACH OR ALLEGED BREACH OF ANY OF THE WARRANTIES CONTAINED HEREIN OR ARISING OUT OF ANY OTHER FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF ITS COVENANTS, PROMISES, REPRESENTATIONS, OR WARRANTIES CONTAINED IN THIS AGREEMENT.

Confidentiality:

During the course of the work and/or services to be provided under this agreement, Contractor may come in contact with confidential information of SFASU. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by SFASU. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify SFASU of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to SFASU all confidential information in Contractor's possession or control. Contractor shall further comply with all university information security policies that may apply.

Access to Public Information:

Contractor is required to make any information created or exchanged with SFASU pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to SFASU.

Contractor Certifications:

Eligibility to Receive Payment: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement any payments under this Agreement and acknowledges that SFASU may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

Payment of Debt/Delinquency to the State: Contractor certifies that it is not indebted to the State of Texas and is current on all taxes owed to the State of Texas. Pursuant to Sections 2107.008 and 2252.903 of the Texas Government Code any payments or reimbursements owed to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

This agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this agreement. This agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement. Any disputes under this agreement shall be brought in a court of competent jurisdiction in Nacogdoches County, Texas and governed by Texas law. To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by SFASU 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. The Vice President for Finance & Administration of SFASU shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by SFASU nor any other conduct, action or inaction of any representative of SFASU relating to this contract constitutes or is intended to constitute a waiver of SFASU's or the state's sovereign immunity to suit; and (iii) SFASU has not waived its right to seek redress in the courts.

_____, Project Director Date: _____

_____, President Date: _____

_____, Contractor Date: _____