

# ***THE UNIVERSITY OF TEXAS AT TYLER***

## **AGREEMENT TO PROVIDE CATERING SERVICES**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 202\_ (the “Effective Date”), by and between **The University of Texas at Tyler**, an institution and agency of higher education organized under the laws of the state of Texas (hereinafter known as "**University**") and \_\_\_\_\_ (hereinafter known as "**Caterer**") for the provision of catering services (the “**Services**”).

### **1. Performance, Representations, & Warranties**

**1.1 Event Information and Schedule.** Caterer shall provide the Services to University’s \_\_\_\_\_ {insert name of Requesting Department} pursuant to the \_\_\_\_\_ {insert name of Event} in accordance with the following schedule, Exhibit A (attached) and any Special Conditions listed below:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

Caterer’s Fee: \_\_\_\_\_

Special Conditions for this Event (if any): {insert if applicable, otherwise note as “N/A”}.

**1.2 Standards; Compliance with Laws and Policy.** Caterer will use its best efforts, skill, judgment, and abilities to perform the Services in accordance with University’s requirements and procedures, in accordance with the highest standards of Caterer’s profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the “**Applicable Laws**”). In addition, Caterer will perform the Services and conduct all its operations on University’s premises in conformity with all applicable University Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, “**University Rules**” means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System (the “**Board**”) (found at <https://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations> and referred to herein as the “**Regents’ Rules**”); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/board-of-regents/policy-library>); (iii) the institutional rules and regulations and policies of University (which may be found at <https://www.uttyler.edu/hop/>) and University’s *Standards of Conduct Guide*, which is located at <http://www.uttyler.edu/compliance/documents/SOCGuide.pdf>. Without limiting the foregoing, Caterer will comply, and cause its employees, representatives, agents, and subs to comply, with University’s rules and policies related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking, and access restrictions.

**1.3 Licenses, Registrations and Permits.** Caterer warrants, represents, and agrees that Caterer and all individuals assigned to provide Services will obtain and maintain, at Caterer’s own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Law for the performance of the Services including, but not limited to, all required food handling permits. Caterer will provide copies of all food handling permits to University upon the execution of this Agreement, and will ensure that new permits are provided upon expiration of existing permits.

**1.4 Exclusive Food Service Agreement; No Cash Sales.** University maintains an exclusive contract with *Sodexo Services of Texas Limited Partnership* (“**Sodexo**”) related to the

provision and operation of campus food services (the “Food Service Agreement”). The Food Service Agreement does not prohibit University from purchasing catering services from third parties, however the exclusivity granted to Sodexo does prohibit *cash sales* by third party caterers. **CATERER UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT IS FOR CATERING SERVICES ONLY AND CASH SALES SHALL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES.**

**1.5 Equipment; Utilities; Furniture.** University and Caterer shall provide the following, unless an exception is noted as a Special Condition:

1.6.1 Caterer shall provide all food service supplies and equipment necessary for provision of the Services, including but not limited to tablecloths, dinnerware, flatware, glassware, cups, plates, trays, napkins, condiments, and any other kitchen or serving utensils.

1.6.2 University shall provide access to utility connections (water and electric). Caterer shall be responsible for providing extension cords and water hoses (if an outdoor water connection is desired). Caterer shall provide their own outdoor sink with water heater and catch basin if any outdoor food preparation will be required.

1.6.3 University shall provide all tables, chairs, and other furniture necessary for the Event, including setup and takedown.

**1.7 Default and Termination.**

1.7.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement (“**default**”), the other party may terminate this Agreement upon fifteen (15) days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

1.7.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days’ advance written notice to Caterer. Upon termination pursuant to this Section, Caterer will be entitled to payment of an amount that will compensate Caterer for the Services satisfactorily performed up to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Caterer for any services performed or for expenses incurred by Caterer after the date of the termination notice that could have been avoided or mitigated by Caterer.

1.7.3 Termination under Sections 1.9.1 or 1.9.2 will not relieve Caterer from liability for any default or breach under this Agreement or any other act or omission of Caterer.

1.7.4 If Caterer fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Caterer under this Agreement, any and all reasonable expenses incurred in connection with University’s curative actions.

1.7.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Caterer will reimburse University for all fees paid by University to Caterer that were (a) not earned by Caterer prior to termination, or (b) for goods or services that University did not receive from Caterer prior to termination.

## **2. Safety & Sanitation**

**2.1 Compliance with Law.** Caterer will demonstrate compliance with all Applicable Laws

related to safety, health, sanitation, and use of food service areas and equipment.

Caterer will at all times comply with the requirements of the Texas Food Establishment Rules ("TFER"), currently codified in 25 *Texas Administrative Code* 229.161-171, and 229.173-175, and the requirements of the *Northeast Texas Public Health District* ("NET Health") Order 2016-2 for Food Establishments.

**2.2 Response to Emergencies.** Caterer will immediately respond to all emergencies associated with the Services, including but not limited to chemical spills or fuel/motor oil spills. Caterer will call 911 to report any major emergencies, and notify University's Police Dept. at (903) 566-7060 for all other incidents. Caterer will provide a written report to University's Environmental Health and Safety Department detailing any chemical or vehicle fluid spills.

**2.3 Sanitation and Cleanliness.** Caterer will at all times maintain clean, orderly, and sanitary conditions (satisfactory to University in all respects) in all kitchens, food staging and preparation areas, service areas, loading dock areas, cooking equipment, floors, chairs, tables, and any other locations associated with the Services. Caterer will not discharge any rinse-water into University's storm drains. Caterer will leave University's premises in as clean a condition, or cleaner condition, than existed prior to the Caterer's entry on to University's premises. Caterer shall be responsible for cleanup, including trash removal, of all areas in which Services are provided. Caterer will not do, or permit anything to be done, on the University's premises beyond the scope of the Services unless approved in writing in advance by University. Should University be required to utilize its personnel or another contractor to remove any food, utensils, dinnerware, trash, or otherwise perform any repairs or cleaning as a result of Caterer's non-performance of services then Caterer will be invoiced for those costs, and will promptly pay such invoice.

### **3. Security**

**3.1** Special security services, including but not limited to the provision of guards for inventory security or police officers for alcohol control, may be provided by University on request, subject to the condition that Caterer reimburse University for the cost of such services. Caterer understands and acknowledges that University's peace officers are state licensed police officers, and any necessary police security will be provided only by University's Police Department.

**3.2** Caterer will cooperate with University's Police Department in all matters including the reporting of suspected security violations. Caterer will immediately report any evidence of security breaches or criminal activity to University's Police Department, phone (903) 566-7060.

**NOTWITHSTANDING THE FOREGOING, UNIVERSITY WILL NOT BE LIABLE FOR, AND TO THE FULLEST EXTENT ALLOWED BY LAW, CATERER RELEASES UNIVERSITY, ITS AGENTS AND EMPLOYEES, FROM, ANY INJURY, DAMAGE OR LOSS SUFFERED BY CATERER, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR INVITEES, ARISING OUT OF OR RELATED TO THE PROVISION OF SECURITY SERVICES EXCEPT WITH RESPECT TO THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH SECURITY PERSONNEL.**

### **4. Access to University Premises**

**4.1 Limited Access.** Caterer, its employees, permitted subcontractors and agents, will have the right to use and access only those University facilities that may be reasonably necessary to perform its obligations hereunder and will have no right to use or access any other facilities of University.

University will provide to Caterer reasonable access to the University's facilities, and will otherwise cooperate with Caterer, only as reasonably necessary for Caterer to perform its obligations under this Agreement.

- 4.2 Identification and Refusal of Entry.** Caterer acknowledges that University has the rights to (a) require identification from any person on the University's premises, (b) refuse entry to persons having no legitimate business on the University's premises, and (c) eject any undesirable person refusing to leave peaceably on request. Caterer will cooperate with all authorized University representatives in the exercise of University's rights described in the preceding sentence.
- 4.3 Conduct on Premises.** Caterer represents, warrants and agrees that it will conduct all of its activities on University's premises in a manner that (1) does not disturb or interfere with University's programs or activities; (2) does not interfere with entry to, or exit from, any building, structure, or facility; (3) does not interfere with the flow of pedestrian or vehicular traffic on sidewalks, streets, or buildings; (4) does not harass or intimidate any persons.
- 4.4 Caterer Vehicles.** All of Caterer's vehicles and equipment associated with the Services will be kept clean and maintained in good working condition. All such vehicles and equipment will be in compliance with all Applicable Laws. All Caterer's vehicles will also be in compliance with University Parking Rules and Regulations: <http://www.uttyler.edu/police/parking.php>.

## **5. Alcoholic Beverages**

- 5.1 Required Permits, Licenses, Registrations.** For Services including alcohol, Caterer warrants, represents, and agrees that Caterer and all individuals assigned to provide Services will obtain and maintain, at Caterer's own cost, any and all approvals, licenses, filings, registrations and permits required by Texas Alcoholic Beverage Commission ("TABC").
- 5.2 University Approvals and Procedures.** Caterer represents, warrants and agrees that alcoholic beverages will only be served or sold when the service of alcohol has been specifically approved in writing by University prior to the catered event.
- 5.3 Certified Training.** Caterer will require that all employees serving alcoholic beverages in completion of the Services have prior TABC certified server training and provide proof of training at each function.

## **6. Pricing and Payment Terms**

- 6.1 Pricing and Fees.** Caterer will invoice for the Services based on the quote submitted to the Requesting Department. Caterer will not charge University any service fees, gratuity fees, or any other fees unless such fees are expressly described on Caterer's published price menu and submitted quote.
- 6.2 Invoice Documentation and Payment.** Caterer shall invoice the Requesting Department within five (5) business days following the event. All invoices for Services will be payable to Caterer within thirty (30) days after receipt of Caterer's invoice and the acceptance of Services by University in accordance with the Texas Prompt Payment Act, currently codified in Section 2251, *Texas Government Code*. Payment shall be made by University check or direct deposit; **credit card payments are not authorized**. Each invoice will list University's Purchase Order number and be accompanied by an itemized invoice. Caterer will provide with its invoice such

other documentation as reasonably requested by University, including Caterer's fee quote provided to University prior to the provision of Services. Payment for Services will not be unreasonably withheld or delayed. If University disapproves any amount submitted for payment by Caterer, University shall give Caterer specific reasons for disapproval in writing. Past due amounts shall be subject to an interest charge as specified by the Texas Prompt Payment Act. University (as an agency and institution of higher education organized under the laws of the State of Texas) is exempt from certain State sales taxes pursuant to Section 151.309 of the Texas Tax Code.

## **7. Personnel**

- 7.1 Provision of Personnel & Customer Service.** Caterer will provide a staff of properly trained and experienced personnel to ensure satisfactory performance of the Services. Caterer will assign to the project a designated representative who will be responsible for the administration and coordination of the Services. All staff assigned by Caterer to perform the Services will maintain the highest standards of courtesy, service, and professionalism in the performance and completion of the Services. Caterer will train its employees in appropriate handling of any customer requests and complaints. Caterer will (i) treat all customers with respect and fairness; (ii) work diligently to resolve all customer complaints or concerns to the customer's satisfaction. Any unresolved customer service complaint will be referred to the University's Vice President for Business Affairs or his or her designee ("**University Representative**"). Caterer and the University Representative will in good faith discuss possible resolutions for such a complaint.
- 7.2 Supervision.** Caterer will provide adequate, competent supervision of its employees in completion of the Services. Neither University nor any other representative of University will supervise Caterer's employees or agents performing the Services; provided, however, the University's designated representatives will be available to Caterer to answer questions and provide necessary information.
- 7.3 Employee Conduct.** Caterer will require all of its employees and personnel to adhere to Applicable Laws and all University Rules. Caterer will perform the Services without interfering in any way with the activities of University's faculty, students, staff, visitors or invitees.
- 7.4 Identification.** Caterer's personnel will wear badges or name tags which clearly identify them as an employee of Caterer at all times while providing the Services.
- 7.5 Responsibility for Individuals Performing Services; Criminal Background Checks.** Each individual who is assigned to perform Services will be an employee of Caterer, or an employee of a permitted subcontractor engaged by Caterer. Caterer is responsible for all individuals performing the Services. Prior to commencing the Services, Caterer will have an appropriate criminal background screening performed on all such individuals. Caterer will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide such services. Caterer will not knowingly assign any individual to provide Services on University's premises who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses.
- 7.6 Tobacco Products.** The University prohibits the use of all forms of Tobacco Products on property that is owned, operated, leased, occupied, or controlled by the University (buildings and structures, sidewalks, parking lots, walkways and attached parking structures owned or controlled by the University, and all University-owned vehicles).

The definition of Tobacco products for the purposes of this policy includes, but is not limited to, cigarettes (of any kind including herbal/spice cigarettes), cigars, pipes, water pipes (hookah), bidis, kreteks, electronic nicotine delivery systems (includes electronic cigarettes), smokeless tobacco, snuff, chewing tobacco, and any other tobacco product.

## **8. Indemnification**

**CATERER WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY AND 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 CATERER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR OR SUPPLIER OF CATERER IN THE EXECUTION OR PERFORMANCE OF THE SERVICES.**

## **9. Insurance**

Caterer agrees to maintain, at Caterer's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain, at their sole expense, the following insurance coverages in at least the amounts specified:

1. Employer's Liability: \$1,000,000 per accident and employee
2. Commercial General Liability (including contractual liability): \$1,000,000 per occurrence
3. Product/Completed Ops: \$2,000,000 aggregate
4. Business Auto Liability covering all owned, non-owned or hired automobiles: \$1,000,000 combined single limit
5. Liquor Liability Insurance\*: \$1,000,000 per occurrence (this coverage can be endorsed onto a Commercial General Liability policy or purchased separately).
6. Umbrella Liability - \$2,000,000 minimum
7. All other insurance required by state or federal law

*\*Only required if Caterer is selling or distributing alcohol at an event.*

**All insurance policies** (with the exception of Worker's Compensation and Employer's Liability) **will be endorsed and name The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler as Additional Insureds** for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide **primary and non-contributory coverage**. **All insurance policies** will find a **Waiver of Subrogation** in favor of **The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler**. (Additional Insured status and Waiver of Subrogation can be added to the certificate of insurance in two acceptable ways; (1) in the columns shown on the Accord form for each coverage; and (2) in the Description of Operations / Locations / Vehicles to be attached to the Accord 101 if more space is needed.)

**Contractor hereby waives all rights of subrogation against The University of Texas System Board**



**of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler.** All insurance policies will be endorsed to provide a waiver of subrogation in favor of **The University of Texas System Board of Regents, The University of Texas System, The University of Texas at Tyler, and The University of Texas Health Science Center at Tyler.** A Blanket Waiver of Subrogation Certificate is also acceptable. No policy will be canceled until after thirty (30) days' unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to Contractor to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Verification of Insurance Coverage will be forwarded to:

Chris Kinsey, Risk and Claims Analyst  
 The University of Texas at Tyler  
 Office of Environmental Health and Safety, STE343  
 3900 University Boulevard  
 Tyler, TX 75799  
 E-mail: [riskmanagement@uttyler.edu](mailto:riskmanagement@uttyler.edu) or [ckinsey@uttyler.edu](mailto:ckinsey@uttyler.edu)  
 Fax: (903) 565-5829

Caterer shall note any known deficiencies in coverage, or non-compliance with the stated requirements, at the time the Certificate(s) of Insurance are submitted. University will review the information provided and contact Caterer regarding any concerns. In the event that University's concerns cannot be resolved to University's satisfaction then University may cancel the award of this Agreement and discontinue the process.

Caterer shall not commence any services under this Agreement until Caterer has provided Certificate(s) of Insurance evidencing coverage satisfactory to University.

## **10. Limitation of Liability**

Except for University's obligation (if any) under this Agreement to pay Caterer certain fees, University will have no liability to Caterer or to anyone claiming through or under Caterer by reason of the execution or performance of the Services under this Agreement. Notwithstanding any duty or obligation of University to Caterer or to anyone claiming through or under Caterer, no present or future affiliated enterprise, subcontractor, agent, officer, director, employee, representative, attorney or regent of University, or The University of Texas System, or anyone claiming under University has or will have any personal liability to Caterer or to anyone claiming through or under Caterer by reason of the execution or performance of the Services under this Agreement.

## **11. Additional Statutory & Regulatory Provisions**

**11.1 Representations and Warranties by Caterer.** Caterer represents and warrants Caterer is duly organized, validly existing and in good standing under the laws of the state of its organization; it is duly authorized and in good standing to conduct business in the State of Texas; 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 Caterer has been duly authorized to act for and bind Caterer.

- 11.2 Tax Certification.** If Caterer is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Caterer certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Caterer is exempt from the payment of those taxes, or Caterer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.3 Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, Caterer agrees any payments owing to Caterer under this Agreement may be applied directly toward any debt or delinquency Caterer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- 11.4 Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Caterer certifies it is not ineligible to receive the award of or payments under this Agreement, and acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.5 Caterer Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Caterer certifies Caterer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Caterer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.6 Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and 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, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University:           The University of Texas at Tyler  
   3900 University Blvd.  
   Tyler, TX 75799  
   Attention: \_\_\_\_\_

*with copy to:*           The University of Texas at Tyler  
   3900 University Blvd., Ste 326  
   Tyler, TX 75799  
   Attention: Legal Affairs  
   Email: uttlegalaffairs@uttyler.edu

If to Caterer:           \_\_\_\_\_

  \_\_\_\_\_

  \_\_\_\_\_

or other person or address as may be given in writing by either party to the other in accordance with this Section.

- 11.7 Venue; Governing Law.** Smith County, Texas, 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.

- 11.8 Breach of Contract Claims.** To the extent that [Chapter 2260, Texas Government Code](#), is applicable to this Agreement 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, will be used by University and Caterer to attempt to resolve any claim for breach of contract made by Caterer that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Caterer's claim and any counterclaim and negotiate with Caterer in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.
- 11.9 Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Caterer and University and will constitute the entire Agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the parties, and may not be waived, modified, amended or altered, except by a writing signed by University and Caterer.
- 11.10 Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by the Board of Regents of The University of Texas System (**Board**). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Caterer and University may terminate this Agreement without further duty or obligation. Caterer acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 11.11 State Auditor's Office.** Caterer understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Caterer agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Caterer will include this provision in all contracts with permitted subcontractors.
- 11.12 Limitations.** THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (**LIMITATIONS**) ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'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, AND TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
- 11.13 Ethics Matters; No Financial Interest.** Caterer and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy: <http://catalogs.uttyler.edu/en/UTTyler/HOP/Series-200-General-Policies-and-Procedures/2-5->

[2-Conflicts-of-Interest-Conflicts-of-Commitment-and-Outside-Activities](#); University’s Standards of Conduct Guide: <https://www.uttyler.edu/compliance/documents/SOCGuide.pdf>; and applicable state ethics laws and rules: <http://www.utsystem.edu/offices/general-counsel/ethics>.

Neither Caterer nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Caterer 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.

**11.14 Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act (TPIA)*, [Chapter 552, Texas Government Code](#). In accordance with §§[552.002](#) and [2252.907](#), *Texas Government Code*, and at no additional charge to University, Caterer will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

**11.15 Force Majeure.** Neither party hereto 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 including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”). Provided, however, in the event of a force majeure occurrence, Caterer agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide services during the occurrence.

**11.16 Caterer Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Caterer certifies Caterer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Caterer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

**11.17 Caterer Certification Regarding COVID-19 Vaccination.** Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87<sup>th</sup> Texas Legislature, Regular Session (2021))*, Caterer 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 Caterer’s business. Caterer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

University and Caterer have executed and delivered this Agreement effective as of the Effective Date first written above.

**UNIVERSITY**

**CATERER**

The University of Texas at Tyler

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Amir Mirmiran Ph.D.

Name: \_\_\_\_\_

Title: Provost and EVP for Academic Affairs

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**(catering menu and invoice)**