TOWSON UNIVERSITY
GOODS AND SERVICES AGREEMENT

This Agreement (the “Agreement”) is entered into this _______ day of ___________, 20___ (the “Effective Date”) by and between TOWSON UNIVERSITY (“University”) located at 8000 York Road, Towson, Maryland 21252, and ______________________________ (“Provider”) located at ____________________________.

1. Scope of Work/Type of Engagement.
   a. Name of Engagement:
   b. Location(s):
   c. Description of Engagement:
   d. Date(s) of Engagement:
   e. Times of Engagement:
      i. __________________________ to __________________________.
      ii. Provider will be allowed reasonable access to the facility used for the engagement before and after the engagement for the purposes of assembling and removing any equipment as set forth more specifically in Exhibit A.

2. Compensation and Method of Payment. University will pay $_____________, payable to ______________________. Payment will be made by Towson University or State of Maryland check, payable to Provider approximately thirty (30) business days from execution of engagement more fully described in Section 1. University shall provide or pay for only those items or services specifically indicated in this Agreement. No additional costs for items or services will be borne by the University without its prior written consent. Provider’s fees shall include all expenses, and Provider, as an independent Provider, shall be responsible for all such expenses and taxes incurred in connection with engagement.
   a. Provider shall include its Taxpayer Identification Number on the face of each invoice billed to the University. If a Purchase Order document is issued, the Purchase Order Number must be included.
   b. All payments shall be made to the following:

   PROVIDER NAME:__________________________________
   PROVIDER ADDRESS:_______________________________________
   PROVIDER CITY/STATE/ZIP:______________________________
   Attn. (Contact Name):_____________________________________

3. Term and Termination. The term of this Agreement shall be for a period of _______ (Circle one): days/weeks/months/years from ____________, 20__ to ________________, 20__ (the “Term”). This Agreement may be terminated by University at any time and without cause upon written notice. If terminated without cause, University shall pay all reasonable costs associated with this Agreement that Provider has incurred up to the date of termination as set forth in the written notice. However, Provider shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. If Provider fails to fulfill Provider’s obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, University may terminate this Agreement by written notice to Provider, provided, however, that University gives
Provider five (5) days to cure any such failure. The notice shall specify the acts or omissions relied upon as cause for termination. University shall pay Provider fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Provider’s breach. If the damages are more than the compensation payable to Provider, Provider will remain liable after termination and University may affirmatively collect damages.

4. **Delays.** The University, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Provider's control. The Provider agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement. The University unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The University reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. University reserves the right, by notice to Provider, to make reasonable changes in the Scope of Work/Type of Engagement, as more fully described in Section 1, in which event a mutually agreeable adjustment will be made to the price, time of performance, and/or other relevant provisions of the Scope of Work/Type of Engagement required to be changed thereby.

5. **Governing Law.** The laws of the state of Maryland, without giving effect to its choice of law provisions, shall govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. No claim or dispute from or relating to this Agreement shall be required to be submitted to or settled by any type of arbitration process. Any legal proceedings involving such claim or dispute shall be brought in the appropriate court in the state of Maryland.

6. **I-9 Requirement.** Provider warrants and represents that it is currently in compliance, and that during the term of this Agreement it will remain in compliance, with the Immigration Reform and Control Act of 1986, and that it will obtain original valid employment verification documentation from all its employees on a timely basis as required by law and regulation. This requirement also applies to all subcontractors hired by Provider.

7. **Insurance.** Provider shall obtain and maintain at Provider’s expense, comprehensive general public liability insurance coverage for injury, death, and property damage claims arising from its wrongful or negligent acts or omissions in performing this Agreement. Such insurance coverage shall have limits of not less than $1,000,000 per occurrence. Such insurance policy or policies shall name as co-insureds the University and the University’s trustees, officers, agents, and employees, and shall contain provisions that such coverage shall not be canceled or reduced in amount except upon fifteen (15) days’ written notice to all named insureds. The University shall be furnished with a copy of the policy or a certificate of insurance at the time the contract is executed.

8. **Liability and Indemnification.** The Provider shall indemnify, defend and hold harmless the University, its trustees, officers, employees, agents and representatives (collectively, the “University Indemnitees”) from and against any and all losses, liability, cost and expenses, including attorney’s fees and costs, awards, judgments, damages, fines, penalties, claims and causes of action (collectively, “Claims”) arising out of or related to the negligent acts or omissions or willful misconduct of the Provider or any of its officers, directors, employees, agents, representatives, Providers, successors, assigns or anyone acting on any of their behalf in connection with, arising from or related to the performance of obligations under this Agreement, including Claims for (a) personal injury, including death, and damage to property, (b) the breach by the Provider of any term,
representation, warranty or covenant under this Agreement, or (c) defective, unsafe or non-conforming goods supplied by Provider. University shall not, under any circumstances, be required to indemnify or hold Provider harmless for any claims, losses or liabilities of any kind, and any provision to this or any other Agreement purporting to impose such liability upon the University shall be null and void.

9. **Compliance with Laws.** Provider shall comply with the University’s regulations and with all federal, state and local laws, regulations and ordinances applicable to Provider’s activities and obligations under this Agreement, including applicable state and federal law and Internal Revenue Service regulations pertaining to the withholding of taxes. University shall have the sole responsibility for and control of security when the engagement takes place on University premises.

10. **Relationship of the Parties.** The University and Provider shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a relationship of employment, principal and agent, partnership, co- or joint employer or joint venture. No employee of the State of Maryland, or any department, commission, agency or branch thereof, whose duties as such employee include matters relating to or affecting the subject matter of this Agreement, shall become or be an employee of the party or parties hereby contracting with the State of Maryland or any department, commission, agency or branch thereof.

11. **Nondiscrimination.** The parties hereto will not discriminate against any employee or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will either party engage in such discrimination in their employment or personnel policies.

12. **Waiver.** Failure on the part of any party, in any or more than one instance, to insist upon the performance of any of the terms, covenants, or conditions of this Agreement or to exercise any right or privilege contained within this Agreement, or the waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall not be construed as thereafter waiving any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect, as if no such forbearance of waiver had occurred.

13. **Severability.** If any provision or a portion of any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which is deemed an original and all of which constitute one and the same agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties, including by facsimile or PDF delivery. The signatures of all of the parties need not appear on the same counterpart.

15. **Amendment.** No amendment, modification or addition to this Agreement will be binding upon the parties hereto unless reduced to writing and signed by the respective authorized officers of each party.

16. **Assignment.** Neither party shall assign this Agreement nor assign any of its rights under this Agreement, except with prior written consent of the other party. Neither party may delegate any part of its performance under this Agreement. Any purported assignment of rights or delegation in
violation of this Section is void.

17. Entire Agreement. This Agreement, including any exhibits, attachments and documents referenced herein, constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. Any separate Agreement (including any rider(s) attached thereto) between University and Provider pertaining to this engagement shall be deemed supplemental and subordinate to this Agreement. The terms and conditions of this Agreement, and the rights, privileges, duties and obligations arising pursuant thereto, shall be controlling in the event of conflict and at all other times and in all events and situations. In entering into this Agreement, neither party has relied upon any statement, representation, warranty or agreement of the other party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

This Agreement has been duly executed by the authorized representatives of the parties hereto as of the Effective Date set forth above.

**TOWSON UNIVERSITY**

By: _____________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

**PROVIDER**

By: _____________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________