



LONE STAR COLLEGE SYSTEM
CORPORATE COLLEGE MASTER SERVICES AGREEMENT

Contract Number _____

This Agreement is made and entered into this ____ day of _____, 20____, (the "Effective Date") by and between the Lone Star College System (hereinafter referred to as "LSCS") and _____ (hereinafter referred to as "Organization/Host") (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the LSCS and Organization/Host desire to enter into this Agreement to enable LSCS to provide services to Organization/Host as set forth in written Scope(s) of Work to be agreed upon between the parties, and

WHEREAS, the parties desire to reduce the terms of this agreement to writing.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. **SCOPE.** The LSCS shall provide agreed upon services to be held at the Organization/Host's location or other agreed locations over the term of the Agreement. All services, fees, and the location of the services, shall be agreed to by Scopes of Work, in the format set forth in Exhibit A.

2. **TERM.** The term of this Agreement shall begin on the Effective Date and shall continue in effect for a term of two (2) years; provided, however, either party may terminate this agreement without cause at any time by providing 30 days prior written notice to the other party. This agreement will automatically renew for up to three (3) additional one year terms, unless notice is provided by either party thirty (30) days prior to the expiration of the then current term. Any outstanding scopes of work scheduled within the aforementioned 30 day termination periods will be completed (or partially completed), and all prior compensation under existing scopes of work paid within thirty (30) days.

Should Organization/Host terminate this agreement or cancel the services provided hereunder in Exhibit A within thirty (30) days of the start date for the services, Organization/Host agrees to pay a cancellation fee of fifty percent (50%) of the total invoice amount under the scope of work, unless service is rescheduled with a confirmed start date within 60 days of the original start date. If Organization/Host cancels this agreement or the services provided hereunder within seven (7) calendar days or less of start date, Organization/Host agrees to pay a cancellation fee of 100% of the invoiced amount. Organization/Host acknowledges the cancellation fees are not penalties, but rather fees to reimburse LSCS for set up costs.

3. **INDEMNITY.** TO THE EXTENT ALLOWED UNDER THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, EACH PARTY WILL INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS TRUSTEES, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIMS OF LIABILITY, INCLUDING BUT NOT LIMITED TO, CLAIMS, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS ARISING OUT OF OR RELATING TO PERSONAL INJURY (INCLUDING DEATH) AND/OR PROPERTY DAMAGE DIRECTLY OR INDIRECTLY ARISING FROM SUCH PARTY'S NEGLIGENT ACTION, NEGLIGENT FAILURE TO ACT, OR WILLFUL MISCONDUCT. SUCH INDEMNITY INCLUDES, BUT IS NOT LIMITED TO COSTS ARISING FROM LITIGATION. ORGANIZATION/HOST AGREES THAT ITS SOLE RECOURSE FOR UNSATISFACTORY PERFORMANCES OF SERVICES SHALL BE, IN THE SOLE DISCRETION OF LSCS, FOR LSCS TO RE-PERFORM THE SERVICES OR TO REFUND THE COMPENSATION PAID PURSUANT TO PARAGRAPH 2 ABOVE. THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCE WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES, EVEN IF MADE AWARE OF THE POTENTIAL FOR HARM.

4. **RELATIONSHIP BETWEEN PARTIES.** LSCS is retained by Organization/Host only for the purposes and to the extent set forth in this Agreement, and LSCS's relationship to Organization/Host shall during the term of the Agreement be that of independent Organization/Host. The Agreement does not create an employee/employer relationship between the parties.

5. **CONFLICT OF INTEREST.** During the course of this agreement, the services to be provided by Organization/Host may include providing training or other services on behalf of LSCS to LSCS clients. Organization/Host hereby covenants that it will not contract with the LSCS service provider directly or indirectly for a period of twelve (12) months from the termination of this agreement. Should any LSCS service provider contact Organization/Host regarding any type of service related to this agreement while this agreement is in place and the twelve (12) month period following this agreement, Organization/Host will immediately notify LSCS in writing.

6. **NOTICES.** All notices, requests, demands and other communications required hereunder shall be written and shall be deemed to have been personally delivered or when deposited in a regularly maintained receptacle of the United States Postal Service, postage prepaid, registered or certified, return receipt requested, properly addressed to:

To Organization /Host at:

Attn: _____

() _____
() _____ Fax

To LSCS at:
Lone Star College System
Attn: Linda Head
Associate Vice Chancellor Workforce Development
20515 SH249
Building 11, 2nd Floor
Houston, TX 77070
(281) 296-7827 (281-290-2880) Fax

7. **INTELLECTUAL PROPERTY.** Any programs, data, training materials, or other work product, in any format, created under this Agreement or under an executed scope of work ("Intellectual Property"), shall be the property of LSCS, unless otherwise specifically agreed herein, or in a proceeding scope of work. Unless authorized by LSCS in writing, Organization/Host's use of Intellectual Property is limited to the term of this agreement and for projects covered by an executed scope of work.

8. **SALES TAX.** Organization/Host shall be responsible for the payment of any applicable sales tax under this Agreement, unless it provides LSCS a tax exemption certificate.

9. **GOVERNING LAW.** This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Montgomery County, Texas.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this _____ day of _____, 20____.

Organization/Host

Lone Star College System

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Note: Modification of this Agreement requires approval of the LSCS General Counsel