

VENDOR AGREEMENT

THIS VENDOR AGREEMENT is entered into this ____ day of _____, 20__ (“Effective Date”). The term “Agreement” means this Agreement and any other Exhibits or addenda signed by both parties. This Agreement is made between _____ (“Vendor”) and DePaul University, an Illinois not-for-profit corporation (“DePaul”).

1. **Deliverables.** Vendor will deliver the Product and/or Services, as further described in Exhibit A (hereinafter the “Product”).
2. **Term.** The term of this Agreement shall begin on _____ and end on _____, unless it is mutually extended by a written agreement of the parties or sooner terminated as provided herein.
3. **Pricing.** DePaul shall pay Vendor for the Product in accordance with the pricing schedule described in Exhibit A. Any change in pricing from the pricing schedule shall be subject to DePaul’s prior written approval.
4. **Termination.** DePaul may terminate this Agreement for convenience by giving Vendor thirty (30) days’ written notice of termination. If either party breaches a material obligation under this Agreement, and such breach is not cured within thirty (30) days after such party’s receipt of written notice of the breach, the party not in default may immediately terminate the Agreement. DePaul may terminate this Agreement immediately if Vendor employs workers who are not authorized to work in the United States.
5. **Payment.** DePaul’s payment terms are Net 30 from the date the last piece of the Product is received and installed and/or services are rendered. DePaul University is a tax-exempt organization (IL Tax Exemption # E99909022) and as such is not subject to sales tax on good or services.
6. **Confidentiality.** Vendor recognizes that as a result of this Agreement, it may be provided with confidential information relating to the business policies, student information, procedures and other confidential information of DePaul. Neither Vendor nor its employees or agents will disclose any DePaul confidential or student-related information obtained by Vendor. Vendor agrees at all times to abide by the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232 g, and all applicable rules and regulations.
7. **Legal Authority.** Vendor represents and warrants that it has the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Vendor to its terms. The person executing this Agreement on behalf of the Vendor warrants that he or she has full authorization to execute this Agreement.
8. **Independent Contractor.** The relationship between DePaul and Vendor shall, at all times, remain that of an independent contractor. Vendor agrees to provide DePaul with documentation, including but not limited to DePaul’s Vendor Information Form and Internal Revenue Service Forms W-9 and W-8, necessary to fulfill its reporting and withholding obligations.
9. **Indemnification.** To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless DePaul, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all

reasonable attorneys' fees and expenses) that may accrue against DePaul, including its trustees, officers, members, directors, employees, servants and agents, which is proximately caused by the (i) misrepresentation, breach of warranty, breach of promise, or breach of covenant by Vendor of any representation, warranty, promise, or covenant in this Agreement; (ii) personal injury or property damage caused, in whole or in part, by the acts, errors or omissions of Vendor, its employees, agents, representatives or subcontractors arising out of or related to Vendor's performance of its obligations in this Agreement; and (iii) infringement by Vendor of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret. Vendor shall not compromise or settle any claim covered by this indemnification provision without DePaul's consent. This provision shall survive the termination of this Agreement. Notwithstanding any language to the contrary in any other document, this indemnity shall not be limited to the purchase price paid for the products and/or services hereunder.

10. **Insurance.** Vendor shall maintain during the term of this Agreement insurance policies described in this paragraph, issued by insurance companies licensed to do business in the State of Illinois and with a minimum rating of A-, VIII from the AM Best Company. Before Vendor begins the Services, and upon signature of this Agreement, Vendor shall email certificates of insurance showing compliance with these requirements to DePaul at the following address:

The following policies are required:

- **Commercial General Liability** insurance with limits of not less than \$2,000,000 per occurrence bodily injury, property damage, personal injury, and contractual liability.
- **Automobile Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per claim.
- **Workers Compensation** insurance with limits as required by federal and state law, and Employer's Liability Insurance of not less than \$100,000 per accident for injury, and \$100,000 per employee for disease with a \$500,000 disease policy limit.
- **Sexual Abuse/Molestation Liability** insurance with limits of at least \$1,000,000 each occurrence and \$2,000,000 in the aggregate, written on an occurrence basis, for all events involving participants under the age of 18.
- **Cyber Security and Privacy Liability** insurance with limits of at least \$5,000,000 each occurrence covering any cyber or privacy event related to the services provided by vendor.

All such insurance policies, except Workers' Compensation, shall name DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents as additional insureds. Insurance policies issued on a "claims made" basis shall extend for two years past completion of the Services. Contractor's insurance must be primary with respect to any insurance or self-insurance maintained by DePaul. Contractor and its insurers waive all rights of subrogation against DePaul, its affiliates, trustees, directors, officers, faculty, employees, and agents.

11. **Notice.** Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, or by confirmed email to the following addresses:

To DePaul:
DePaul University

Chicago, IL _____
Attn: _____

Email: _____

To Vendor:

Attn: _____

Email: _____

With a copy to:
DePaul University
Office of the General Counsel
1 E. Jackson Blvd.
Chicago, IL 60604
Attn: Kathryn Stieber
Vice President, General Counsel
and Secretary
Email: kstieber@depaul.edu

With a copy to:

Attn: _____

Email: _____

12. **Assignment.** Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party.
13. **Force Majeure.** If an Act of God, nature, war, riot, epidemic, disease, public health emergency, or act of public authority or government frustrates or makes impossible the performance contemplated by the Agreement, either party may terminate the Agreement upon notice to the other of such force majeure event. Act of public authority or government includes, but is not limited to, restrictions placed on travel, quarantine, and curfew. The parties shall not be liable to one another for damages they sustain due to such termination of the Agreement.
14. **Bankruptcy.** In the event of the bankruptcy or insolvency of either party or if either party shall make any assignment for the benefit of creditors, take advantage of any act or law for relief of its debtors, has a receiver, custodian or trustee appointed for all or a material portion of its assets and/or has its stock de-listed from the securities exchange on which it is currently listed, the other party to this Agreement shall have the right to terminate this Agreement without further obligation or liability on its part. Should DePaul terminate the Agreement in accordance with this section, all amounts paid to Vendor by DePaul for services which have not yet been rendered will immediately become due and payable to DePaul, or if some or all of such amounts are not available for immediate repayment, such amounts will be deemed to be amounts owed to DePaul by Vendor and DePaul shall be identified as a creditor of the Vendor in such amounts.
15. **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
16. **Severability.** If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby,

and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

17. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Illinois. The parties agree to use the courts of the State of Illinois for jurisdiction and Cook County, Illinois for venue to resolve any disputes between the parties arising out of this Agreement.
18. **Conflict of Provisions.** If there is any conflict between the provisions of this Agreement and any other agreement the provisions of this Agreement shall control. If there is any conflict between the numbered paragraphs of this Agreement and Exhibit A attached to the Agreement, the numbered paragraphs of this Agreement will control.
19. **Modifications and Final Agreement.** No revision or modification hereof shall be effective unless it is in writing and signed by both parties. This Agreement as well as the attached Exhibits constitute the entire and complete agreement between DePaul and Vendor with respect to the subject engagement and supersede all other oral and written representation, understanding or agreements relating to the subject engagement.
20. **Form of Signature.** This Agreement may be executed by the parties manually or by PDF and in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument. Any copy of this Agreement bearing a signature of a party to this Agreement and sent by PDF to any other party or parties shall be deemed a manually executed original of this Agreement and is sufficient to bind such signing party.

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AGREED TO AND ACCEPTED:

FOR VENDOR

FOR DEPAUL UNIVERSITY

Signature

Signature

Print or type name

Print or type name

Title

Title

Date

Date

Main Address:

Remit to Address: Same as **MAIN ADDRESS**

Phone number

Email

EXHIBIT A

Vendor Proposal and Payment Schedule