

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND SME II, LLC

This Services Agreement (“Agreement”) is entered into and effective upon final execution of this Agreement (the “Effective Date”), by and between The Texas A&M University System (hereafter referred to as “TAMUS”), an agency of the state of Texas, and SME II, LLC (hereafter referred to as “PROVIDER”). TAMUS and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively).

TAMUS and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with TAMUS to provide marketing consulting as outlined in RFP01 SOBA-17-011. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall begin upon the final execution of the Agreement and will extend through August 31, 2017. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by TAMUS and negotiated in writing with the PROVIDER.

3. PAYMENT TERMS

- A. For the services rendered under the Agreement, TAMUS shall pay PROVIDER \$84,000. The fee includes any travel and associated expenses for PROVIDER related to strategy meetings, workshops, focus groups and any other visits to the Texas A&M-San Antonio campus. TAMUS will not incur recruiting costs associated with Agreement.
- B. PROVIDER shall invoice TAMUS monthly for the Scope of Work identified in Section 1 as per the billing schedule in Exhibit B. Payment will be made to PROVIDER upon approval of such invoice by TAMUS. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.
- C. Business-related travel, lodging and/or meal expenses will be reimbursed by TAMUS according to the State of Texas rates, rules, and regulations (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER’s place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

- D. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to TAMUS a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .
- E. All invoices must reference the TAMUS purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and description of services provided to include but not limited to time, deliverables, and activities.

4. DEFAULT AND TERMINATION

- A. In the event of substantial failure by either party to perform in accordance with the terms hereof, the other party may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period), provided that said failure is through no fault of the non-breaching party.
- B. TAMUS may terminate this Agreement at any time upon thirty (30) days prior notice to PROVIDER.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that TAMUS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon TAMUS's written request, PROVIDER will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to TAMUS in a non-proprietary format acceptable to TAMUS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMUS has a right of access.
- C. PROVIDER acknowledges that TAMUS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Executive Vice Chancellor and Chief Financial Officer for TAMUS, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

- A. This process is described in Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification. PROVIDER agrees to indemnify and hold harmless TAMUS from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.**
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of TAMUS. TAMUS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMUS relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in

connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.

- H. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- I. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- J. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- K. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMUS.
- L. **HUB Subcontracting Plan.** It is the policy of the state of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

For information regarding the HUB Program, please contact Jeff Zimmermann from the A&M System's HUB Program at (979) 458-6410 or jzimmermann@tamus.edu.

- M. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.
- N. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- O. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMUS shall be in the county in which the primary office of the chief executive officer of TAMUS is located, which is Brazos County, Texas.
- P. **Non-Waiver.** PROVIDER expressly acknowledges that TAMUS is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMUS of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- Q. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with


the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMUS and PROVIDER can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMUS: The Texas A&M University System
301 Tarrow St., Suite 361
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
Fax: (979) 458-6250
E-mail: jzimmermann@tamus.edu

PROVIDER: SME II, LLC
3406 Gilbert St.
Austin, TX 78703
Phone: (214) 218-2225
Email: vlee@smebranding.com


IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

By 
Jeff Zimmermann
Director, Procurement and Business Services

5/25/17
Date

SME II, LLC

By 
N. Vinson Lee

5/23/17
Date

EXHIBIT A – SCOPE OF SERVICES AND DELIVERABLES

The scope of this engagement includes the following services:

1. **In-Person Kickoff Meeting & Summary Report**
 - A. Identify Executive Task Force
 - a. President, Cabinet, Student Leadership, Key Alumni, etc.
 - B. Ratify Project Objectives-What is the Brand Vision?
 - C. Audience Identification – What Audiences Does The Identity Need To Serve?
 - D. Brand Values – How Do These Inform Our Design Approach?
 - E. Personality – How Does This Inspire Our Creative Thinking?
 - F. Brand Promise – How Can The New Identity Deliver On This?
 - G. Agree on Finalized Work Plan
 - H. Set Timeline
2. **Brand Communications and Identity Audit & Assessment**
 - A. Review existing brand research and audit current brand identity and communications
 - B. Evaluate the Texas A&M-San Antonio brand vs. other polytechnic institutions and other institutions within the region
 - C. Audit of all existing brand research conducted to:
 - a. Understand the brand’s essence, values, promises, tone and voice
 - b. Develop an understanding of the complete Texas A&M-San Antonio visual ecosystem
 - c. Identify the equity of each individual brand element and its relevance with each stakeholder group
 - d. Understand the drivers of brand engagement and consumer touch points
 - e. Explore the Texas A&M-San Antonio brand experience through the eyes of leadership, students,
 - f. alumni, etc.
 - g. Review of the strategic plan, current style guide, trends in enrollment and program development
 - h. Uncover prospective messaging, engagement and strategic opportunities
 - D. Findings, analysis and recommendations to be contained in Research Report and inform the development of the Creative Brief and overall brand identity program
3. **Texas A&M-San Antonio Market/Competitor Analysis and Aspirational Benchmarking**
 - A. Review of top polytechnic institutions from a visual standpoint to help understand how the evolved Texas A&M-San Antonio brand identity can stand apart
 - B. Review top, relevant and recent brand identity evolutions in and out of Higher Education
4. **Key Stakeholder In-Depth Interviews (IDIs)**
 - A. Research to identify the differentiators of the Texas A&M University-San Antonio brand and insights that will lead to a unique brand platform focused on integrating the polytechnic university brand concept into its identity
 - B. Questions we will answer:
 - a. Why is Texas A&M-San Antonio undertaking this project? What are the goals/objectives?

- b. What are the unique values upon which the Texas A&M-San Antonio brand is built?
- c. What makes Texas A&M-San Antonio different from other regional institutions?
- d. How can Texas A&M-San Antonio communicate a polytechnic centric brand within the evolved identity?
- e. How successful is the current brand identity at expressing who Texas A&M-San Antonio is?
- f. Do you believe that the current primary mark should remain as is or be evolved/updated? Why? What role should the new secondary mark play?
- g. What should the new polytechnic-focused Texas A&M-San Antonio brand identity look and feel like?
- h. What elements should be included in exploring a proposed new Texas A&M-San Antonio identity?
- i. What should the font look like? Why?
- j. What should the color palette be? Why?
- k. What should the personality and tone of the Texas A&M-San Antonio brand be?
- C. Four (4) x Texas A&M-San Antonio Leadership IDIs (e.g. University President, VP of Advancement, VP of Academic Affairs, VP of Student Affairs, Chief of Staff, VP of Business Affairs etc.)
- D. Two (2) x Current Student IDIs
- E. Two (2) x Alumni IDIs
- F. All interviews to be conducted via phone/conference call
- G. All interviews to be approximately Forty-Five (45) minutes in length
- H. Findings, analysis and recommendations to be contained in Research Report

5. Texas A&M-San Antonio Stakeholder and Consumer Focus Groups

- A. Focus groups with key Texas A&M-San Antonio Stakeholder and Consumer Groups to develop a deep understanding of their perception of the brand, its equity, and current communications
- B. Research participants: Current Students, Prospective Students, Faculty/Staff, and Alumni
- C. Six (6) x Focus Groups
- D. Findings and insights generated during focus groups will be utilized to inform development of a new brand identity
- E. All focus groups to be conducted in person on campus by Project Team
- F. All focus groups to be approximately Ninety (90) minutes in length and conducted in person by a member of the SME Team
- G. Research participants to be recruited in conjunction with Texas A&M University-San Antonio
- H. Findings, analysis and recommendations to be contained in Research Report

6. Brand Research Report

- A. Research findings, analysis and recommendations

7. Texas A&M-San Antonio Brand Development Workshop

- A. A half-day Brand-Building Workshop conducted with leadership to review research findings and collaborate on the development of a new brand positioning and communications strategy
- B. Two (2) members of the SME Team
- C. Workshop planning and preparation

- D. Audience Segmentation
- E. Positioning Strategy
- F. Communications Planning

8. Texas A&M-San Antonio Brand Strategy Report

- A. Final report containing new brand essence, positioning, consumer segmentation and profiling

9. Brand Book

- A. The central tool to guide brand and communications decisions and the finalized output of the Brand-
- B. Building Workshop
- C. Draft TOC:
 - a. How is Texas A&M-San Antonio different?
 - b. Texas A&M-San Antonio Brand Pillars & Platform
 - c. Brand Personality & Tone
 - d. Consumer Segmentation & Profiling
 - e. Brand Messaging Strategy

10. Creative Brief

- A. Our Texas A&M University-San Antonio Creative Brief will incorporate succinct instructions for SME's
- B. Creative/Design Team to guide the development of all brand platform elements
- C. This document will be developed in collaboration with the Texas A&M University-San Antonio team
- D. Document to answer the following questions:
 - a. What are we producing?
 - b. What does the brand need to convey?
 - c. What are the key brand elements?
 - d. What is the design direction?
 - e. What is the color palette?
 - f. What is the brand personality?

11. Refreshed Brand Identity Program

- A. A complete refresh of Texas A&M University-San Antonio's identity, building on the brands existing equity while refining the look to reflect a contemporary polytechnic institution, making it easier to read and apply to wide ranging applications
- B. Primary and secondary logos/marks, word marks and other specified university specific imagery
- C. Final production of all logos in Four (4) Color, Two (2) Color and One (1) Color applications
- D. Production files delivered in .AI, .PNG and .JPG formats
- E. Development is subject to Three (3) phases of client review

12. Master Brand Architecture

- A. A hierarchical system showing how all brand architecture elements visually relate to Texas A&M-San
- B. Antonio's Master Brand and how it builds on the polytechnic university brand concept

- C. Brand Architecture to include:
 - a. University logo
 - b. Mascot logo (possible)

13. Brand Identity Concept Testing Focus Groups

- A. Eight (8) Brand Identity Concept Testing Focus Groups
 - a. Texas A&M-San Antonio Students (2)
 - b. Texas A&M- San Antonio Faculty (2)
 - c. Texas A&M-San Antonio Staff (2)
 - d. Prospective Students (2)
- B. Focus groups to test proposed new brand identity to measure if the identity reflects the brand's core personality and stands out within the regional competitive landscape
- C. All focus groups to be approximately Sixty (60) minutes in length and conducted in person by a member of the SME Team

14. Brand Mantra

- A. Mantra will declare the core intention of the Texas A&M-San Antonio brand
- B. Similar to a positioning statement, but in greater detail, it will proclaim the beliefs of the brand and the motivations that drive every part of its operations
- C. This includes the brand promise, brand rationale, brand attributes and tag line
- D. This promise will be something that everyone who interacts with Texas A&M-San Antonio sees: faculty/staff, students, prospective students partners and the community
- E. Development is subject to Three (3) phases of Client review

15. Brand Identity Look Tools Kit

- A. The Look Tools Kit is the visual "ecosystem" that the brand identity will reside within and includes - fonts, colors, images, elements, textures, words and phrases – all supporting the new brand identity and ready for application across marketing collateral, branded spaces and interiors, advertising and social media
- B. Development is subject to Three (3) phases of Client review
- C. Production files delivered in .INDD, .PDF, .AI and .PPT formats

16. Brand Standards Guide

- A. Shows how the Texas A&M-San Antonio Brand Identity Program should be applied across a range of materials including: apparel, signage, branded spaces and interiors, advertising and narrative storytelling
- B. Brand Standards Guide delivered in .PDF format
- C. Brand Standards Guide approximately Ten (10) - Fifteen (15) pages

17. Texas A&M-San Antonio Messaging Platform Development

- A. Development of key messages aimed at key audiences that promote and reinforce the new Texas A&M-San Antonio polytechnic university brand concept platform
- B. Messaging platform will be built with functionality across all delivery vehicles and mediums including advertising, social media, website and branded spaces and interiors
- C. Messaging will reflect the brand promise and mission of Texas A&M-San Antonio and be tailored for each individual target audience

18. Texas A&M-San Antonio Communications Plan

- A. Alignment of Strategic Goals and Objectives
- B. Audience Segmentation
- C. Brand Messaging Platforms
- D. Tools/Channels
- E. Mentoring of Communications Team
- F. Development is subject to Three (3) phases of Client review
- G. Delivered in .PDF format

19. Internal/External Brand Identity Alignment Roll Out Strategy

- A. Strategic plan to unveil and position the new Texas A&M-San Antonio brand identity to all internal stakeholders, including leadership, faculty/staff, and student leadership
- B. Eight (8) to Ten (10) Brand Alignment Strategy Meetings
- C. Visual roll-out of look and feel along with storytelling including content, featured brand interviews and rationale
- D. Strategic plan to unveil and position the new Texas A&M-San Antonio to students and the general public after aligning internal stakeholders

20. Project Timeline

WEEK #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
PHASE	05/01	05/08	05/15	05/22	05/29	06/05	06/12	06/19	06/26	07/03	07/10	07/17	07/24	07/31	08/07	08/14
Kickoff Meeting & Summary Report																
Audit & Assessment																
Key Stakeholder In-Depth Interviews (IDIs)																
Key Stakeholder Focus Groups																
Research Report																
Brand Workshop																
Strategy Report																
Brand Book																
Creative Brief																
Refreshed Brand Identity Program																
Master Brand Architecture																
Brand Mantra																
Brand Look Tools Kit																
Brand Standards Guide																
Brand Messaging Platform																
Concept Testing Focus Groups																
Communications Plan																
Internal/External Brand Identity Roll Out Strategy																

EXHIBIT B – PRICING

Phase	Service	Fees
1. Think/	• Kickoff Meeting & Summary Report	
	• Audit & Assessment	
	• Key Stakeholder In-Depth Interviews (IDIs)	
	• Key Stakeholder Focus Groups	
	• Research Report	
	• Brand Workshop	
	• Strategy Report	
	• Research Report	
	➤ ~137 hours @ \$175/hour	\$24,000
2. Create/	• Brand Book	
	• Creative Brief	
	• Refreshed Brand Identity Program	
	• Master Brand Architecture	
	• Brand Identity Concept Testing Focus Groups	
	• Brand Mantra	
	• Brand Look Tools Kit	
	• Brand Standards Guide	
	• Brand Messaging Platform	
	➤ ~286 hours @ \$175/hour	\$50,000
3. Engage/	• Communications Plan	
	• Internal/External Brand Identity Roll Out Strategy	
	➤ ~57 hours @ \$175/hour	\$10,000
	Project Total: 480 hours @ \$175/hour	\$84,000

Expenses /

Each phase is broken out by hours using a blended rate of \$175/hour. The proposal fees include any travel and associated expenses for SME related to strategy meetings, workshops, focus groups and any other visits to the Texas A&M-San Antonio campus. TAMUS will not incur recruiting costs associated with focus groups.

Billing Schedule

Invoice Date	Invoice Amount
May 31, 2017	\$21,000
June 30, 2017	\$21,000
July 31, 2017	\$21,000
August 31, 2017	\$21,000

EXHIBIT C – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to TAMUS. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation.

Insurance:

Coverage

Limit

A. Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for TAMUS. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. PROVIDER will deliver to TAMUS:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to TAMUS at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to TAMUS ten (10) days prior to the effective date of cancellation or non-renewal.

Any deductible or self-insured retention must be declared to and approved by TAMUS prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following TAMUS contact in Section 8R.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMUS in writing, except as may be noted.