

**Pro-Vision Academy
Standard Purchasing Agreement**

This Standard Purchasing Agreement (“Agreement”) is entered into between Pro-Vision Academy and _____ (“Contractor”). Pro-Vision Academy and Contractor may be referred to singularly as a “Party” and collectively as the “Parties.”

1. TERM: The term of this Agreement (“Term”) will begin on _____ and end on _____, unless terminated earlier pursuant to the terms of this Agreement or extended by mutual written agreement of the Parties.

2. SERVICES: Insert detailed description of the goods and/or services to be provided by Contractor pursuant to this Agreement (“Services”) and attach additional pages if necessary.

← Check here if an exhibit, offer, proposal or other similar document (collectively, “Attachment”) is being added as part of this Agreement. Any such Attachment: (i) should be described above in this Section 2 and attached to this Agreement; and (ii) is hereby incorporated by reference. In the event of any inconsistency between the Attachment and this Agreement, this Agreement will prevail.

3. COMPENSATION: Check one box only:

This is a fixed price contract. Pro-Vision Academy will pay Contractor the amount of \$ _____ for each breakfast served and \$ _____ for each lunch served to students at Pro-Vision Academy.

This is not a fixed price contract. Pro-Vision Academy will pay Contractor an amount not to exceed \$ _____ (based on an hourly fee and/or other method of calculation as follows:

_____).

This is not a fixed price contract and will be performed on a service-order basis. Pro-Vision Academy will pay Contractor an amount not to exceed \$ _____ (based on service order form(s) to be completed and signed by the Parties, a version of which will be provided to Contractor by Pro-Vision Academy). Pro-Vision Academy will engage Contractor on an “as-needed if needed” basis and does not guarantee the purchase of any quantity or dollar amount of Services.

4. PAYMENT TERMS: Contractor shall submit detailed invoices to Pro-Vision Academy describing the Services rendered, the times when such Services were performed, compensable expenses and the amount due. Pro-Vision Academy will pay undisputed amounts within thirty (30) days of receiving invoices. Payment terms are subject to Chapter 2251 of the Texas Government Code.

5. ELIGIBILITY TO RECEIVE PAYMENT: In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Contractor certifies that it is not ineligible to receive this Agreement and payments under this Agreement and acknowledges that Pro-Vision Academy may terminate this Agreement and/or withhold payment if this certification is or becomes inaccurate. Contractor acknowledges that, in accordance with Section 403.055 of the Texas Government Code, as applicable, if the Texas Comptroller of Public Accounts is

currently prohibited from issuing a warrant to Contractor, Contractor agrees that payments under this Agreement will be applied to the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

- 6. CONTRACTOR'S STATUS AND RESPONSIBILITIES:** In performing the Services, Contractor will be deemed an independent contractor and not Pro-Vision Academy's agent or employee. This Agreement will not be construed to create any partnership, joint venture or other similar relationship between the Parties. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services. Contractor shall perform the Services in strict accordance with this Agreement and in accordance with the highest standards of care, skill, diligence and professional competence applicable to contractors engaged in providing similar services. Check here if Contractor is an individual and has been a temporary or permanent employee of the State of Texas (including any component of the Pro-Vision Academy) within the past two (2) years. If so, Contractor must attach a separate statement setting forth the name of the agency or department by which Contractor was employed, the dates of employment, the annual rate(s) of compensation during such employment and the nature of Contractor's assigned duties.
- 7. INTELLECTUAL PROPERTY:** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.
- 8. OWNERSHIP OF WORK PRODUCT:** All work product, including any software, research, reports, studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of Pro-Vision Academy. Contractor shall deliver all such materials to Pro-Vision Academy upon completion, termination or cancellation of this Agreement. Any programs, data or other materials furnished by Pro-Vision Academy for use by Contractor in connection with the Services performed under this Agreement will remain Pro-Vision Academy's property.
- 9. INDEMNITY:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Pro-Vision Academy, its component institutions and each of their directors, officers, agents and employees from and against all liability, loss, expense (including reasonable litigation costs and attorney fees), or claims for injury or damages arising out of the performance of this Agreement (collectively, "Claim") to the extent the Claim arises from the negligence, willful act, breach of contract or violation of law by Contractor, its employees, agents, contractors or subcontractors.
- 10. INSURANCE:** Unless an appropriate Pro-Vision Academy representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with the following requirements ("Insurance Requirements"): Contractor shall maintain on a primary basis, at its sole expense the following insurance coverage's described herein. Commercial General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contractor will enter Pro-Vision Academy property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage as required by law with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against Pro-Vision Academy. Commercial General Liability and Commercial Automobile Liability policies must name Pro-Vision Academy as Additional

Insured. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work.

- 11. INSPECTION AND ACCEPTANCE OF SERVICES:** Pro-Vision Academy reserves the right to remedies available to Pro-Vision Academy in this Agreement or otherwise available at law.
- 12. RISK OF LOSS:** All work performed by Contractor pursuant to this Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by Pro-Vision Academy. In the case of any loss or damage to the work prior to Pro-Vision Academy's acceptance, such loss or damage will be Contractor's responsibility. Delivery of any goods to Pro-Vision Academy pursuant to this Agreement must be FOB destination.
- 13. COMPLIANCE:** Contractor shall observe and abide by all applicable laws, regulations and Pro-Vision Academy policies and procedures.
- 14. CONFIDENTIALITY; DATA PROTECTION:** Subject to the Texas Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval. As applicable, Contractor shall maintain and process all information it receives in compliance with all applicable data protection/privacy laws and regulations and Pro-Vision Academy policies.
- 15. PUBLICITY:** Contractor shall not use Pro-Vision Academy's name, logo or other likeness in any press release, marketing material or other announcement without Pro-Vision Academy's prior written approval.
- 16. SUBCONTRACTORS:** If Contractor is permitted to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.
- 17. PRODUCTS AND MATERIALS PRODUCED IN TEXAS:** In performing its obligations under this Agreement, Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas. [Section 2155.4441 of the Texas Government Code].
- 18. BONDS:** If applicable to the Services and this Agreement, Contractor shall secure payment and/or performance bonds in accordance with Section 2253.021 of the Texas Government Code upon executing this Agreement.
- 19. AUDIT:** Execution of this Agreement constitutes Contractor's acceptance of the authority of Pro-Vision Academy, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contractor agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.
- 20. TIME IS OF THE ESSENCE:** Time is of the essence in the performance of this Agreement.
- 21. DEFAULT:** A Party will be in default of this Agreement if such Party fails to comply with any obligation in this Agreement and such failure continues for ten (10) days after receiving written notice from the non-defaulting Party. In the event of default, the non-defaulting Party, upon written notice to

the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek other relief as provided by law.

22. TERMINATION FOR CONVENIENCE: Pro-Vision Academy may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contractor. Pro-Vision Academy will only be liable for payment for Services received prior to the effective date of such termination.

23. NOTICE: Any notice required or permitted by this Agreement must be in writing and addressed to the Party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand, (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested, or (iii) received by facsimile.

To Pro-Vision Academy:	To Contractor:
Attn: _____ Address: _____ _____	Attn: _____ Address: _____ _____
with a copy to: _____ _____ _____	with a copy to: _____ _____ _____

24. BREACH OF CONTRACT CLAIMS: To the extent Chapter 2260 of the Texas Government Code is applicable to this Agreement and not preempted by other law, the dispute resolution process provided by Chapter 2260 and the rules adopted by the Texas Attorney General will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against Pro-Vision Academy that cannot be resolved in the ordinary course of business.

25. FUNDING CONTINGENCY: Pro-Vision Academy’s performance under this Agreement may be dependent upon appropriation of funds by the Texas State Legislature (“Legislature”) and/or allocation of funds by Pro-Vision Academy’s Board of Directors (“Board”). If the Legislature fails to appropriate the necessary funds or the Board fails to allocate the necessary funds, Pro-Vision Academy may terminate this Agreement without liability by providing written notice to Contractor.

26. CONTRACTOR REPRESENTATIONS: If Contractor is a business entity, it represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in this Agreement; and (iv) the individual executing this Agreement on behalf of Contractor is authorized to do so.

27. WAIVER: Waiver by either Party of a breach or violation of any provision of this Agreement will not operate as a waiver of any subsequent breach.

28. SURVIVAL: Termination or expiration of this Agreement will not affect the Parties’ rights or obligations that, by their nature and context, are intended to survive termination or expiration.

29. ELECTRONIC DELIVERY: Execution and delivery of this Agreement by exchange of email or fax copy containing the signature of a Party will constitute a valid and binding execution and delivery of this Agreement by such Party.

30. LIMITATIONS: Terms and conditions of this Agreement will only be binding on Pro-Vision Academy to the extent permitted by the Constitution and laws of the State of Texas.

31. GOVERNING LAW; VENUE: This Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. In the event of any suit or action arising from this Agreement, the Parties consent to jurisdiction of the courts in Harris County, Texas.

32. MISCELLANEOUS: This Agreement, together with any Attachment(s), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior contracts, agreements, representations and understandings made by the Parties relating to such subject matter. This Agreement may not be amended or otherwise modified except by the written agreement of both Parties. Contractor may not assign this Agreement without Pro-Vision Academy 's prior written consent. The invalidity or unenforceability of any provision(s) of this Agreement will not impair the validity and enforceability of the remaining provisions.

Insurance Requirements Waiver – IF the Insurance Requirements are not applicable to the Services or if Pro-Vision Academy otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate Pro-Vision Academy representative may waive the requirements

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

PRO-VISION ACADEMY:	CONTRACTOR:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____