

All catering and food service providers (“**Caterer(s)**”) approved by The University of Texas Health Science Center at San Antonio (“**University**”) to offer food services (the “**Services**”) to the University, whether on or off campus’, must comply with the following terms and conditions (“**Terms of Agreement**”).

## 1. **Caterer's Representations and Warranties**

- 1.1 **Standards; Compliance with Laws and Policy.** Caterer will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University’s requirements and procedures, in accordance with the highest standards of Caterer’s profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the “**Applicable Laws**”). In addition, Caterer will perform the Services and conduct all its operations on University’s premises in conformity with all applicable University Rules, including but not limited to, prohibitions related tobacco use, alcohol, and other drugs. For purpose of these Terms of Agreement, “University Rules” means (i) the *Rules and Regulations* of the Board of Regents of The University of Texas System (“**Board**”) (found at <http://www.utsystem.edu/bor/rules.htm> and referred to herein as the “**Regents’ Rules**”); (ii) the policies of The University of Texas System (found at [http://www.utsystem.edu/policy/lib\\_main.html](http://www.utsystem.edu/policy/lib_main.html)); and (iii) the institutional rules and regulations and policies of University (found at <http://uthscsa.edu/hop2000/>). Without limiting the foregoing, Caterer will comply and cause its employees, representatives, agents, and subcontractors to comply with University’s rules and policies related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions.
- 1.2 **Licenses, Registrations and Permits.** Caterer warrants, represents, and agrees that Caterer and all individuals assigned to provide Services will obtain and maintain, at Caterer’s own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Law for the performance of the Services including, but not limited to, all required food handling permits, including all necessary Texas Alcoholic Beverage Commission (“**TABC**”) permits for the service and sale of alcoholic beverages.

## 2. **Safety & Sanitation**

- 2.1 **Responses to Emergencies.** Caterer will immediately respond to and take corrective action for all emergencies associate with the services. Caterer will ensure that there is no danger to the public health, safety or welfare due the services provided herein.
- 2.2 **Sanitation and Cleanliness.** Caterer will maintain clean, orderly and sanitary conditions (satisfactory to University in all respects) in all service areas, dining areas, loading docks, and for all equipment, floors and dining room chairs and tables associated with the delivery of services contemplated herein. Caterer will leave University’s premises in as clean a condition, or cleaner condition, than existed prior to the Caterer’s entry on to University’s premises. Caterer will not do or permit anything to be done on the University’s premises beyond the scope of the Services unless approved in writing in advance by University.

Should University be required to utilize its personnel or another Caterer to remove any food, utensils, dinnerware, trash, or otherwise perform any repairs or cleaning as a result of Caterer’s non-performance of services (collectively, “**University Maintenance**”), then Caterer will be invoiced for University Maintenance costs, and Caterer will promptly pay such invoice.

## 3. **Standing and Liability**

- 3.1 **Good Standing; Signature Authority.** If Caterer is a corporation, then Caterer is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Caterer has been duly authorized to act for and bind Caterer. If Caterer is a partnership, limited partnership, or limited liability partnership, then Caterer has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under this Agreement; and the individual executing this Agreement on behalf of Caterer has been duly authorized to act for and bind Caterer.
- 3.2 **Limitation of University’s Liability.** EXCEPT FOR THE OBLIGATIONS OF UNIVERSITY SPECIFICALLY PROVIDED IN THIS AGREEMENT, UNIVERSITY WILL HAVE NO LIABILITY TO CATERER OR TO ANYONE CLAIMING THROUGH OR UNDER CATERER BY REASON OF THE EXECUTION OR PERFORMANCE

OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY OBLIGATION OR LIABILITY OF UNIVERSITY TO CATERER, NO PRESENT OR FUTURE PARTNER OR AFFILIATE OF UNIVERSITY OR ANY AGENT, OFFICER, DIRECTOR, EMPLOYEE, OR REGENT OF UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM ("SYSTEM"), OR OF THE COMPONENTS COMPRISING THE SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CATERER OR TO ANYONE CLAIMING THROUGH OR UNDER CATERER BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

#### 4. Access to University Premises

- 4.1 **Limited Access.** Caterer, its employees, permitted sub-Caterers and agents, will have the right to use and access only those University facilities that may be reasonably necessary to perform its obligations hereunder and will have no right to use or access any other facilities of University. University will provide to Caterer reasonable access to the University's facilities and will otherwise cooperate with Caterer, only as reasonably necessary for Caterer to perform its obligations under these Terms of Agreement.
- 4.2 **Identification and Refusal of Entry.** Caterer acknowledges that University has the rights to (a) require identification from any person on the University's premises, (b) refuse entry to persons having no legitimate business on the University's premises, and (c) eject any undesirable person refusing to leave peaceably on request. Caterer will cooperate with all authorized University representatives in the exercise of University's rights described in the preceding sentence.
- 4.3 **Conduct on Premises.** Caterer represents, warrants and agrees that it will conduct all of its activities on University's premises in a manner that (a) does not disturb or interfere with University's academic programs or administrative activities or any program or activity that is conducted by or is authorized by University or the U.T. System; (b) does not interfere with entry to or exit from a building, structure, or facility; (c) does not interfere with the flow of pedestrians or vehicular traffic on sidewalks or streets or at places of ingress and egress to and from University property, buildings, or facilities; (d) does not harass, or intimidate any person or persons; and (e) provides appropriate protection for the privacy of University's students, faculty, and staff, including without limitation, Caterer's adherence to all applicable laws and industry standards for preserving the confidentiality of personal financial information and personal identification numbers.
- 4.4 **Caterer Vehicles.** All Caterer's vehicles and equipment associated with the Services will be kept clean and maintained in good working condition. All such vehicles and equipment will be in compliance with all Applicable Laws. All Caterer's vehicles will also be in compliance with University Parking Rules and Regulations (ref. <http://uthscsa.edu/hop2000/>, HOP 8.7.8).

#### 5. Alcoholic Beverages

- 5.1 **Required Permits, Licenses, and Registrations.** For Services including alcohol, Caterer warrants, represents and agrees that Caterer and all individuals assigned to provide Services will obtain and maintain, at Caterer's own cost, any and all approvals, licenses, filings, registrations and permits required by Texas Alcoholic Beverage Commission ("TABC").
- 5.2 **University Approvals and Procedures.** Caterer represents, warrants and agrees that alcoholic beverages will be (a) served and sold in completion of the Services only (i) when service of alcohol has been approved in writing by University prior to the specific catered event; (b) in compliance with Section 8.2.3 of University's Handbook of Operating Procedures (ref. <http://uthscsa.edu/hop2000/>).
- 5.3 **Certified Training.** Caterer will require that all employees serving alcoholic beverages in completion of the Services have prior TABC certified server training and provide proof of training at each function.

#### 6. Fiscal Arrangements

- 6.1 **Fees.** With the exception of specific pricing required for customized menu items, Caterer will not charge University any service fees, gratuity fees, or any other fees unless such fees are expressly described on Caterer's published price menus.
- 6.2 **Invoice Documentation and Payment.** All invoices for Services will be payable to the Caterer within thirty (30) days after receipt of invoice and acceptance of Service by University in accordance with the Texas Prompt Payment Act, currently codified in [Chapter 2251, Texas Government Code](#). Each invoice will be accompanied by documentation listing Caterer's fees and standard menu price. Caterer will provide with its invoice such other documentation as reasonably request by University, including Caterer's fee quoted to University prior to the provision of Services. Payment for Services will not be unreasonably withheld or delayed. If University disapproves any amount submitted for payment by Caterer, University shall give Caterer specific reasons for disapproval in writing. Past due amounts shall be subject to an interest charge as specified by the Texas Prompt Payment Act. University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with [§151.309, Texas Tax Code](#), and [34 TAC §3.322](#).

6.3 **Payment Card Industry Standards.** University is required to validate compliance on a periodic basis with all applicable Payment Card Industry Data Security Standards (collectively, “**PCI DSS**”), including Payment Application Data Security Standards (collectively, “**PA DSS**”), promulgated by the Payment Card Industry Security Standards Council (“**PCI SSC**”). The compliance validation process requires University to undergo an assessment of (1) all system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) all related processes used to process, store or transmit cardholder data, (collectively, “**System Components in Scope**”). Some or all System Components in Scope have been outsourced to Caterer under this Agreement. Caterer will cause its agents and subCaterers to comply with all terms of this Section applicable to Caterer. Caterer will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. As evidence of compliance, Caterer will provide to University on or before the Effective Date and within ten (10) days after each anniversary of the Effective Date during the term of this Agreement, a copy of Caterer’s annual attestation of compliance signed by a Qualified Security Assessor (“**QSA**”) as more particularly described on the PCI SSC website.

If Caterer is unable to provide the required attestations of compliance, Caterer will permit University or University’s QSA to assess all System Components in Scope that are hosted or managed by Caterer or by Caterer’s agents or subCaterers. Caterer will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Caterer will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University’s PCI DSS compliance, and (2) University’s information technology, information security, audit, compliance and other staff.

Caterer will retain the documentation for at least one (1) year after termination of this Agreement.

## 7. Independent Contractor

Caterer recognizes that it is engaged by University as an independent Caterer and acknowledges that University will have no responsibility to provide to Caterer or its officers, employees, personnel, agents, partners, or subcontractor, vacation, insurance or other fringe benefits normally associated with employee status. Caterer will perform the Services and discharge all of its duties and obligations under this Agreement in its capacity as an independent Caterer. Caterer, in accordance with its status as an independent Caterer, will conduct itself consistent with that status, and that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of University. Caterer will not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Caterer will make its own arrangements for any benefits it may desire. Caterer is responsible for all income taxes required by Applicable Laws. All persons performing the Services will be officers, employees, personnel, agents, partners, or subcontractor solely of Caterer and will not be deemed, for any purpose whatsoever, officers, employees, personnel, agents, or partners, acting for or on behalf of, University. No acts or representations, whether oral or written, made by Caterer or its officers, employees, personnel, agents, partners, or subcontractors, to third parties will be binding on University, unless expressly accepted by University in writing.

## 8. Personnel while providing On-Site Services

8.1 **Provision of Personnel & Customer Service.** Caterer will provide a staff of properly trained and experienced personnel to ensure satisfactory performance of Services. All staff assigned by Caterer to perform the Services will maintain the highest standards of courtesy, service, and professionalism in the performance and completion of the Services. Caterer will treat all customers with respect, fairness, and work diligently to resolve all customer complaints or concerns to the customer’s satisfaction.

8.2 **Supervision.** Caterer will provide adequate, competent supervision of its employees and personnel at each Food Service Location. Neither University’s Representative nor any other representative of University will supervise Caterer’s employees, representatives, agents, or subcontractors performing the Services; provided, however, University’s Representative will be available to Caterer to answer questions and provide necessary information.

8.3 **Employee Conduct.** Caterer will require all of its employees and personnel to adhere to Applicable Laws and all University Rules. Caterer will perform the Services without interfering in any way with the activities of University’s faculty, students, staff, visitors or invitees.

8.4 **Identification.** For services on campus, all of Caterer’s personnel will wear identification satisfactory to University in all respects.

8.5 **Responsibility for Individuals Performing Services; Criminal Background Checks.** Each individual who is assigned to perform the Services under this Agreement will be an employee of Caterer or an employee of a subcontractor engaged by Caterer. Caterer is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Caterer will have an appropriate criminal background screening performed on all such individuals. Caterer will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Caterer will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Caterer will provide to the University Representative written certification of compliance with this Section, upon request.

## 9. Indemnification

TO THE FULLEST EXTENT PERMITTED BY LAW, CATERER WILL INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS UNIVERSITY AND SYSTEM, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, REGENTS, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CATERER'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CATERER, ANYONE DIRECTLY EMPLOYED BY CATERER OR ANYONE FOR WHOSE ACTS CATERER MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## 10. Insurance

10.1 **Minimum Insurance.** Caterer, consistent with its status as an independent Caterer will carry at least the following insurance in such form and with such companies as University finds reasonably acceptable in all respects and in the following minimum amounts:

- (a) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than One Million Dollars \$1,000,000 per accident or disease. Policies must include All States Endorsement and a waiver of all rights of subrogation and other rights against the University;

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

- (b) Comprehensive General Liability Insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal and Advertising Injury, Completed Operations/Products Liability, Medical Expenses, Interest of Employees as additional insureds and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) per occurrence on an occurrence;
- (c) Liquor Liability with minimum limits of Two Million Dollars (\$2,000,000) per each single occurrence;
- (d) Comprehensive Automobile Liability Insurance covering all owned, non-owned or hired automobiles to be used by Caterer, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- (e) Employee Crime Insurance to protect the assets, property, and contract earnings due University under these Terms of Agreement, of not less than One Million Dollars (\$1,000,000) per claim.

These insurance coverage's and limits are to be considered minimum requirements under these Terms of Agreement will in no way limit the liability or obligations of Caterer under these Terms of Agreement.

10.2 **Evidence.** Caterer will deliver to University:

- (a) Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any Services; and
- (b) Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Caterer fails to pay any of the renewal premiums for the expiring policies, University will remove Caterer from its preferred Caterer list.

All insurance policies (with the exception of Workers' Compensation and Employer's Liability) will be endorsed to designate University and the Board of Regents of The University of Texas System and their respective regents, officers, employees and agents as Additional Insureds with respect to liability arising out of performance of Caterer's duties and obligations under these Terms of Agreement, and will provide that the policies will not be canceled until after thirty (30) days' unconditional written notice to University, giving University the right to pay the premium to maintain coverage. If Caterer fails to pay any of the renewal premiums for expiring policies, University will have the right to make such payments and, at the University's option, collect such amounts from Caterer or set off the amount thereof against any payment due to Caterer by University.

- 10.3 **Period.** The insurance policies required in Terms of Agreement will be kept in force for the periods specified below:
- (a) Commercial General Liability Insurance and Business Auto Liability will be kept in force until receipt of final payment by Caterer;
  - (b) Workers' Compensation Insurance will be kept in force until the Caterer's obligations have been fully performed and accepted by University in writing.

Caterer will provide University a full and complete copy of any insurance policy promptly upon request by University and without charge to University.

## 11. Miscellaneous

- 11.1 **Venue; Governing Law.** Bexar County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.
- 11.2 **Breach of Contract Claims.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by University and Caterer to attempt to resolve any claim for breach of contract made by Caterer that cannot be resolved in the ordinary course of business. The Chief Business Officer of University shall examine Caterer claim and any counterclaim and negotiate with Caterer in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.
- 11.3 **Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Caterer certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 11.4 **Tax Certification.** If Caterer is a taxable entity as defined by [Chapter 171, Texas Tax Code](#) ("Chapter 171"), then Caterer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Caterer is exempt from the payment of those taxes, or that Caterer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.5 **Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, any payments owing to Caterer under this Agreement may be applied directly toward any debt or delinquency that Caterer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until the debt or delinquency is paid in full.
- 11.6 **TFER.** Caterer will at all times comply with the requirements of the Texas Food Establishment Rules ("TFER"), currently codified in 25 Texas Administrative Code, 229.161-171, and 229.173-175.
- 11.7 **State Auditor's Office.** Caterer understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Caterer agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Caterer will include this provision in all contracts with permitted subCaterers.
- 11.8 **Ethics Matters; No Financial Interest.** Caterer and its officers, employees, agents, representatives and permitted subContractors (**Caterer Parties**) have read and understand University's Conflicts of Interest Policy available at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts180-conflicts-interest-commitment-outside-activities>,

University's Standards of Conduct Guide available at <https://www.utsystem.edu/documents/docs/policies-rules/ut-system-administration-standards-conduct-guide>, and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics> (**Ethics Guidance**). Caterer Parties will not assist or cause University, Regents, officers, employees, agents or representatives (**University Parties**) to violate Ethics Guidance. Caterer represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

- 11.9 **Confidential Information; Public Information.** All information owned, possessed or used by University that is communicated to, learned, developed or otherwise acquired by Caterer in the performance of services for University, that is not generally known to the public, will be confidential and Caterer will not, beginning on the date of first association or communications between University and Caterer and continuing through these Terms of Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence to another or use for Caterer's own benefit or the benefit of another, any Confidential Information, unless required by applicable laws. Except when defined as part of the Services, Caterer will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Caterer as an independent Caterer of University, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of University. Caterer will obtain assurances similar to those contained in this Section from employees, representatives, agents and subContractors retained by Caterer.

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("TPIA"), Chapter 552, *Texas Government Code*.

- 11.10 **Caterer Certification regarding Boycotting Israel.** Pursuant to [Chapter 2270, Texas Government Code](#), Caterer certifies Caterer (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Caterer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.11 **Caterer Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Caterer certifies Caterer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Caterer acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.12 **Status of Covered Entity.** The Parties acknowledge that University is an agency of the State of Texas and under the Constitution and laws of the State of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has such authority as is granted to it under the Constitution and the laws of the State of Texas. Notwithstanding any provision of this Agreement, nothing in this Agreement is intended to be, nor will it be construed to be, a waiver of the sovereign immunity of the State of Texas or a prospective waiver of restriction of any of the rights, remedies, claims and privilege of the State of Texas. Notwithstanding the generality or specificity of any provision of this Agreement (including, without limitation, any provision pertaining to indemnification, a cap on liability, a limitation of damages, or a waiver or limitation of rights, remedies, representation or warranties), the provisions of this Agreement, as those provisions pertain to University, are enforceable only to the extent authorized by the Constitution and laws of the State of Texas. University will not be required to perform or refrain from performing any act that would violate the laws or the Constitution of the State of Texas. In compliance with all applicable federal, state and local, laws, regulations, codes, ordinances, and order and with those of any other body or authority having jurisdiction, all goods delivered, or services provided pursuant to this Agreement will conform to standards established for such goods and services by any applicable federal, state, or local laws, regulations, codes, ordinances, and orders.
- 11.13 **Entire Agreement; Modifications.** This Agreement supersedes all prior agreements, written or oral, between Caterer and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both an authorized University official and Caterer. Should any disputes between the parties arise regarding this agreement and any other agreements, the terms of this Agreement will prevail.