

SERVICES AGREEMENT

This Services Agreement (the "Agreement") is entered into by and between **Texas State University** ("TXST"), an institution of higher education organized and existing under the laws of the State of Texas, for and on behalf of its Advanced Law Enforcement Rapid Response Training center ("ALERRT"), and [CEPS Community College], with a principal place of business at [Josipa Bana Jelacican bb, Kiseljak, BH] (" WWW.CEPs.edu.ba"). Either TXST or Entity may be referred to as a "party" in the singular or as "parties" in the plural.

University and Entity hereby agree as follows:

1. TXST Services.

TXST, through ALERRT, will provide the services outlined in Exhibit A (Statement of Work). See Exhibit A

2. Compensation.

Entity will compensate TXST for services in accordance with Exhibit B (Payment for Services). Payment for services performed will be processed within thirty (30) days of receipt in accordance with Exhibit B. See Exhibit B

3. Term.

This Agreement will be effective as of the date of the last signature below (the "Effective Date"). This Agreement will terminate on [January, 1st], 2028, unless earlier terminated as provided in this Agreement.

This Agreement may be renewed provided such renewal is in writing and signed by both parties.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations.

- 4.1 Entity will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for TXST's performance of this Agreement.
- 4.2 Entity will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with TXST's performance of this Agreement.

5. **Public Information.**

TXST 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*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no charge to TXST, Entity will make any information created or exchanged with TXST pursuant to this Agreement (and not otherwise exempt from disclosure under the TPIA) available in a format reasonably requested by TXST that is accessible by the public.

6. **Independent Contractor.**

TXST is an independent contractor and is not an employee, partner, joint venturer, or agent of Entity.

7. Termination.

- 7.1 Either party may terminate this Agreement for convenience upon fifteen (15) days' written notice to the other party.
- 7.2 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8. Indemnification.

Entity will indemnify and hold harmless TXST and The University of Texas System, and their respective regents, officers, directors, attorneys, employees, representatives, and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by TXST; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of TXST or its officers, agents, or employees in the performance of this Agreement.

9. Insurance.

Employees of TXST are covered by the Worker's Compensation Act for Texas State employees, codified at Chapter 501 of the Texas Labor Code.

10. Breach of Contract Claims.

To the extent 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 related rules adopted by the Texas Attorney General pursuant to Chapter 2260 will be used by the parties to attempt to resolve any claim for breach of contract made by Entity that cannot be resolved in the ordinary course of business. The chief business officer of TXST will examine Entity's claim and any counterclaim and negotiate with Entity in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of this Agreement by TXST nor any other conduct, action or inaction of any representative of TXST relating to this Agreement constitutes or is intended to constitute a waiver of TXST's or the State of Texas's sovereign immunity to suit; and (ii) TXST has not waived its right to seek redress in the courts.

11. Miscellaneous.

11.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

11.2 Representations and Warranties by Entity. Entity 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 Entity has been duly authorized to act for and bind Entity.

- 11.3 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between the parties and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. 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 authorized representatives of TXST and Entity.
- 11.4 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes,

epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

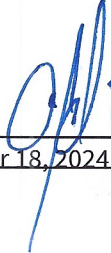
- 11.5 Venue; Governing Law. Travis County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- 11.6 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

11.7 Certification regarding Business with Certain Countries and Organizations.
Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Entity certifies
Entity is not engaged in business with Iran, Sudan, or a foreign.

terrorist organization. Entity understands that this Agreement may be terminated if this certification is inaccurate.

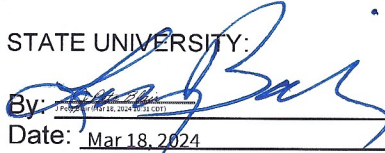
TXST and Entity have executed and delivered this Agreement to be effective as of the Effective Date.

CEPs:

By: 
Date: Mar 18, 2024



TEXAS STATE UNIVERSITY:

By: 
Date: Mar 18, 2024

Attached:

Exhibit A – Statement of Work

Exhibit B – Compensation

Exhibit A: This will be an exploratory trip with ALERRT Staff to visit the training site.

Exhibit B: There will be no compensation needed on this fact-finding trip.