**MASTER PURCHASE AGREEMENT**

This Master Agreement (or “Agreement”) is effective as of the later date of the signatures appearing below and is entered into by and between Howard University, a corporation chartered by the Congress of the United States, located at 2400 6th Street, N.W., Washington, D.C. 20059 (hereinafter referred to as the “UNIVERSITY”) and  , with offices at       (hereinafter referred to as “VENDOR”).

PREMISES

**WHEREAS**, the UNIVERSITY desires to procure      ; and

**WHEREAS**, the VENDOR desires to become a qualified UNIVERSITY VENDOR and to provide the UNIVERSITY with the Products and/or Services called for in this Agreement; and

**WHEREAS,** the VENDOR understands that both this Agreement and the requirements of maintaining qualified VENDOR status may entail more responsibilities than VENDOR may typically take on, including the responsibilities to be aware of the UNIVERSITY’s contracting and procurement policies; and

**WHEREAS,** the VENDOR understands that its failure to follow UNIVERSITY procurement policies as described herein may not only cause breach of this Agreement but may also disqualify VENDOR for other contracting opportunities with the UNIVERSITY; and

**WHEREAS**, the VENDOR has represented that it can provide the Products and/or Services to the UNIVERSITY; and

**WHEREAS**, the UNIVERSITY has relied upon such representation as a material inducement to enter into this Agreement; and

**WHEREAS**, it is in the mutual interest of the parties to this Agreement for the UNIVERSITY to obtain Products and/or Services from the VENDOR in return for the payment of fair and reasonable consideration, as further specified herein.

**NOW THEREFORE**, in consideration of the premises, covenants, and conditions contained in this Agreement, the parties mutually agree as follows:

COVENANTS

1. CONTRACT COMPONENTS

1.1 The UNIVERSITY shall purchase the following from the VENDOR under this Agreement:

 [ ]  Products Only (Sections 2.4, 3.1.3, 3.3.2, 5.2, 7.4, will not apply)

 [ ]  Services Only (Sections 2.5, 3.1.2, 3.3.1, 5.1, 20.0, 21.0 will not apply)

 [ ]  Products & Services (All Sections Apply)\*

\*Addenda for services may include purchase of products incidental to the service.

1.2 VENDOR shall adhere to all UNIVERSITY contracting and procurement policies, as amended from time to time, including (but not limited to) the policies located at http://www.howard.edu/secretary/documents/300-005ContractingSigningAuthority.pdf and http://ogc.howard.edu/contracts.html

1. ORDERS

2.1 The order(s) for Products and or Services shall be described in an addendum or addenda as referenced below, attached hereto, and incorporated herein by reference. All orders shall also require signature by both parties which shall clearly reference this Master Agreement. Addenda are only valid when signed and executed by both parties by individuals with adequate signature authority.

* 1. Representatives of UNIVERSITY with adequate signature authority have signature authority specifically delegated from the President of UNIVERSITY. Some addenda may be signed by UNIVERSITY’s Executive Director of Procurement and Contracting or functional equivalent. Other UNIVERSITY officials with signature authority are published on UNIVERSITY’s website at <http://www.howard.edu/secretary/documents/300-005ContractingSigningAuthority.pdf> incorporated herein by reference and updated from time to time. If VENDOR has questions to actual signature authority, it may contact the UNIVERSITY Office of the General Counsel at (202) 806-2650. VENDOR understands this provision and hereby disclaims any argument for apparent contracting authority based on the title or position of a UNIVERSITY employee.
	2. Addenda are attached to provide information relevant to pricing and scope of work for a task or project, and are incorporated to such extent. If the terms and conditions of any addendum or addenda conflict with this Master Agreement, this Master Agreement shall control.

2.4 INITIAL ADDENDUM FOR SERVICES

 [Only applicable to orders of Services]

 The initial Service Addendum (or Addenda) is incorporated herein by reference as Addendum A-1 , and consists of:

 [ ]  VENDOR’s standard labor rates for Services. [Note: orders for specific Services shall be incorporated by reference and consecutively numbered as Addendum A - 1, A -2, etc. See below.]

 [ ]  An order for specific Services. Additional specific Service purchase orders will be numbered sequentially as Addendum A - 1, A-2A -, etc.

2.5 INITIAL ADDENDUM FOR PRODUCTS

 [Only applicable to orders of Products]

 The initial Product Addendum (or Addenda) is incorporated herein by reference as Addendum A-1, etc., and consists of:

 [ ]  VENDOR’s standard pricing for Products. Orders for specific Products shall be incorporated into this Agreement as consecutively numbered addenda that will reference this Master Agreement. Orders for specific Products shall be incorporated by reference and numbered as Addendum       - 1,       -2, etc.

 [ ]  An order for specific Products. Additional specific Products purchase orders will be numbered sequentially as Addendum A - 1,       -2, etc.

3.0 ORDERING, DELIVERY, AND ACCEPTANCE

3.1 PROCESS FOR ORDERING & DELIVER OF PRODUCTS AND/OR SERVICES

3.1.1 Upon the Effective Date and during the Term, UNIVERSITY shall provide VENDOR with orders for Products and/or Services. Orders shall specify: (a) the quantity and identity of Products or Services with specificity; (b) the applicable price; (c) the requested delivery date; (d) the delivery destination; (e) any special delivery instructions regarding the Products or Services; and (f) any specific scopes of work and related milestones for Services. Orders shall be numbered in sequential order and shall be incorporated herein by reference as addenda. Neither party shall accept an order/addendum which does not contain all of the above requirements, as applicable, with a reasonable degree of specificity.

3.1.2 [Only applicable to orders of Products]

 Process for ordering Products. Check all that apply:

[ ]  All Products are to be ordered through the UNIVERSITY’s purchasing software by an authorized person with the passcode.

 [ ]  Products may be ordered by the following authorized persons: , Associate Vice President and Chief Procurement Officer.

[ ]  All product orders must be signed by authorized UNIVERSITY personnel at the point of delivery.

3.1.3 [Only applicable to orders of Services]

 Process for ordering Services. Check all that apply:

[ ]  Statement of Work in each Addendum defines types and extent of work to be performed.

[ ]  Contract manager as assigned by UNIVERSITY shall develop specific scopes of work on a case by case basis and shall be reported to on a regular basis and shall validate each milestone that is met by VENDOR.

3.3 DELIVERY AND PERFORMANCE.

3.3.1 DELIVERY OF PRODUCTS

 [Only applicable to orders of Products]

VENDOR shall ensure prompt delivery of Products purchased under this Agreement, with a goal of 100% on time delivery. Products shall be deemed to have been delivered "On Time" if they have been delivered ten (10) days before the mutually agreed delivery date and ten (10) days after such date. Any delivery that does not arrive at the specified location, does not contain the quantity of Products specified or does not contain the correct Product number, will be considered late.

VENDOR shall notify UNIVERSITY in writing (including by email) if it becomes aware that any Product delivery will be late. If any Products are not delivered on time, UNIVERSITY may exercise any of the following remedies:

(a) Require VENDOR to pay the cost to expedite delivery (including freight, expedite charges, VENDOR overtime and any charges associated with piece part expedites).

(b) Cancel any pending orders for late items that remain undelivered without liability and elect, at UNIVERSITY's sole discretion, to either (A) retain and pay for any Products previously delivered (if any) or (B) return any such late-delivered Products to VENDOR at VENDOR's sole expense, without any liability of UNIVERSITY.

3.3.2 PERFORMANCE OF SERVICES

 [Only applicable to orders of Services]

Services shall be delivered to UNIVERSITY in accordance the Service Addenda referenced in Sections 2.3 and 2.4 above, with the deadlines and milestones set forth in such service orders to the UNIVERSITY’s reasonable satisfaction.

3.4 ACCEPTANCE

Products and/or Services shall be deemed accepted by UNIVERSITY only when UNIVERSITY provides acceptance in writing.

4.0 TERM OF PERFORMANCE

Performance under this Agreement shall begin on the latter date of the signature of this Agreement. Unless this Agreement is terminated earlier in accordance with provisions of law or equity or the terms of this Agreement, performance by the VENDOR hereunder shall terminate upon written notice to the VENDOR from UNIVERSITY. The term of any Addendum hereto shall not exceed five (5) years.

By or during the fourth year of every five-year cycle of this master agreement, the Howard University Office of Procurement and Contracting (OPC) shall review the total spend of all Addenda under this Agreement, and should the trend suggest that the total spend on the Agreement may exceed $5 million during such five-year cycle, OPC shall seek the approval of the Howard University Board of Trustees prior to entering the fifth year of the cycle, and prior to entering any additional five-year cycle. This Agreement and all Addenda thereunder shall terminate upon failure to secure Board of Trustee approval as stated above or as rapidly thereafter there after as prudence requires, but in no event later than six months after such event or as otherwise directed by the Board of Trustees.

5.0 PRICING

5.1 PRICING FOR PRODUCTS

 [Only applicable to orders of Products]

5.1.1 VENDOR represents and warrants that, during the term of the Addenda attached at the execution of this Agreement (the “Initial Addenda”), the purchase price for the Services provided to UNIVERSITY under all said Initial Addenda is and shall be:

 [ ]  The maximum annual dollar amount of:

 [ ]  Based upon the unit price or other specified Product purchasing rates set forth in the Initial Addenda.

5.1.2 From time to time a need may arise whereby UNIVERSITY and the VENDOR may mutually agree upon specific Product pricing based on a specific UNIVERSITY bid or UNIVERSITY opportunity. The parties will negotiate in good faith to agree upon Product pricing to be used for these unique circumstances.

5.2 PRICING FOR SERVICES

 [Only applicable to orders of Services]

5.2.1 VENDOR represents and warrants that, during the term of the Initial Addenda attached at the execution of this Agreement, the purchase price for the Services provided to UNIVERSITY under this Agreement is and shall be:

 [ ]  The maximum annual dollar amount of: $

 [ ]  Based upon the specified labor rates for Services set forth in Addendum A-1.

5.2.2 From time to time a need may arise whereby UNIVERSITY and the VENDOR may mutually agree upon specific Service pricing based on a specific UNIVERSITY bid or UNIVERSITY opportunity. The parties will negotiate in good faith to agree upon Service pricing to be used for these unique circumstances.

5.3 ADDITIONAL SERVICES OR PRODUCT LINES

From time to time, VENDOR may offer and UNIVERSITY may accept additional Products or Services to be added to this Agreement. In such event, an “Additional Products Addendum” or an “Additional Services Addendum” shall be signed by an authorized UNIVERSITY signatory and incorporated herein by reference. Such addenda shall be numbered sequentially (e.g., A-3, A-4, etc.). Each Additional Addendum shall state whether it is a Rolling Orders Addendum, where quantities may be increased (but must not violate Section 5.1.2 or Section 5.2.2 – MAXIMUM SPEND LIMIT Section 5.1.2 or Section 5.2.2 – MAXIMUM SPEND LIMIT) by communication from authorized buyers at UNIVERSITY or a Set Quantity Addendum, which states a maximum quantity that cannot be exceeded without an Additional Addendum.

5.4 CUMULATIVE MAXIMUM SPEND LIMIT

5.4.1 The **cumulative MAXIMUM SPEND LIMIT** for the life of this Master Purchase Agreement, *inclusive of all addenda, amendments and other attachments*, shall be controlled by the signing authority of the Howard University signatory, as indicated below (if no box is checked, the Maximum Spend Limit defaults to $250,000):

 a. IF SIGNED BY THE HOWARD UNIVERSITY CPO:

 [ ]  **$250,000.00 (the “MAXIMUM SPEND LIMIT”), if this Agreement is signed by the Howard University Chief Procurement Officer**. Any purchase above the MAXIMUM SPEND LIMIT shall be invalid unless the MAXIMUM SPEND LIMIT is increased by an amendment executed by Chief Financial Officer of Howard University. Should there be a conflict between this section and any other part of the Agreement or any addenda, amendments or other attachments, other than such an amendment signed by the Chief Financial Officer of Howard University, this section shall control.

 b. IF SIGNED BY THE HOWARD UNIVERSITY CFO:

 [ ]  **$1,000,000.00 (the “MAXIMUM SPEND LIMIT”), if this Agreement is signed by the Howard University Chief Financial Officer**. Any purchase above the MAXIMUM SPEND LIMIT shall be invalid unless the MAXIMUM SPEND LIMIT is increased by an amendment executed by President ***and*** Chief Financial Officer of Howard University. Should there be a conflict between this section and any other part of the Agreement or any addenda, amendments or other attachments, other than an amendment signed by the President and Chief Financial Officer of Howard University, this section shall control.

 c. IF SIGNED BY THE HOWARD UNIVERSITY CFO AND PRESIDENT:

 [ ]  **$5,000,000.00 (the “MAXIMUM SPEND LIMIT”), if this Agreement is signed by the Howard University President and Chief Financial Officer**. Any purchase above the MAXIMUM SPEND LIMIT shall be invalid unless the MAXIMUM SPEND LIMIT is increased by approval of the Howard University Board of Trustees.

 d. [ ]  IF THIS BOX IS CHECKED, THE HOWARD UNIVERSITY BOARD OF TRUSTEES HAVE APPROVED A TOTAL AGREEMENT SPEND EXCEEDING $5,000,000, AND A COPY OF THE BOARD RESOLUTION, OR SIGNED CERTIFICATION THEREOF, IS ATTACHED.

6.0 NO SPECIFIC PURCHASE COMMITTMENT

6.1 UNIVERSITY shall not be subject to any specific volume commitment outside of that agreed to in specific orders or specified in Addenda.

6.2 Any forecasts or annual usage figures provided by UNIVERSITY are "best judgment" figures which are subject to change as business conditions change and are not to be construed as a commitment. VENDOR shall rely upon such figures at its own risk.

6.3 Notwithstanding any provision herein or any other verbal or written requirements or provisions, UNIVERSITY shall not be obligated to any specific dollar expenditure outside of that agreed to in specific orders

7.0 CONFIDENTIALITY

7.1 All operational, scientific, business, and financial and other knowledge and information proprietary to the UNIVERSITY that the VENDOR may acquire from the UNIVERSITY, those within its employ, or other contractors and VENDORs, including but not limited to the UNIVERSITY’s methods of conducting business affairs, research methods, inventions, designs, trade secrets, scheduling and staffing techniques, broadcast procedures, production formats, processes, systems, improvements, development plans, and other private matters, and all such information that the VENDOR may acquire on the UNIVERSITY’s premises, or on premises used by it, or which may be disclosed to the VENDOR or produced by the VENDOR hereunder (hereinafter referred to as “Confidential Data”), shall for all time and for all purposes be regarded by the VENDOR as strictly confidential and held by the VENDOR in trust and solely for the UNIVERSITY’s benefit and use, and shall not be directly or indirectly disclosed by the VENDOR to any person whomsoever, without prior written permission from the UNIVERSITY, except to UNIVERSITY personnel who have a need to know such information in order to perform their job responsibilities to the UNIVERSITY.

7.2 The VENDOR agrees to surrender all Confidential Data to the UNIVERSITY either on request or termination of this Agreement and will not retain copies, notes, or memoranda of such data either in hard text, code, electronic format, or in any other medium for the storage of data.

7.3 The VENDOR shall have no rights or authority to use the name, trademark, trade secrets, patent or other rights to intellectual property of the UNIVERSITY in any manner whatsoever, except as expressly authorized by the UNIVERSITY in writing.

7.4 WORK FOR HIRE

 [Only applicable to orders for Services]

All of VENDOR's Services and the results thereof shall be work for hire under copyright law, or, to the extent the work for hire doctrine is inapplicable, VENDOR hereby assigns all of the rights to each and all of the results of VENDOR’s Services hereunder to UNIVERSITY immediately upon their creation. To the extent they may be applicable, VENDOR assigns its “moral rights” to its Services and the results thereof to UNIVERSITY, and if such rights are not assignable and are waivable they are waived by VENDOR. VENDOR hereby waives any right of inspection or approval with respect to the uses to which the results of VENDOR’s Services hereunder, or rights granted herein, may be put. UNIVERSITY shall have sole discretion as to whether to use any or all of the results of VENDOR's Services. All rights, title, and interest in the intellectual property of any work to which VENDOR contributes, including all intellectual property contributed by VENDOR, is hereby assigned to UNIVERSITY. VENDOR shall promptly, on request and without further compensation, execute any assignments or other documents that may be required or useful to assure the UNIVERSITY ownership of such rights, title, and interest.

7.5 Without the prior written consent of the UNIVERSITY, the VENDOR shall not disclose the terms and conditions of this Agreement to any third party.

8.0 INDEMNIFICATION

8.1 VENDOR agrees to defend, indemnify, and hold harmless, UNIVERSITY and its Trustees, officers, employees, agents, students and assigns from and against any and all claims, losses, expenses, damages, liability and fees, including reasonable attorneys fees, of whatever kind or nature arising out of the VENDOR’s alleged or actual negligence, breach of contract, willful misconduct, or violation of law in connection with performance of this Agreement.

8.2 Nothing contained in paragraph 8.1 shall prevent the UNIVERSITY from filing and pursuing an action for damages against the VENDOR for the VENDOR’s failure to satisfactorily comply with the terms and conditions of any order or addendum.

9.0 CONFLICTS OF INTEREST

9.1 The VENDOR agrees that he, she, or it will avoid any actual or apparent conflict of interest relative to the Services and work Products being provided under this Agreement and that he, she, or it will promptly submit to the UNIVERSITY, for its determination of applicability under this paragraph, the facts of any situation that may reasonably give rise to such a conflict or apparent conflict. Conflicts of interest include, but are not limited to, conflicts of interest defined by the Howard University Code of Ethics and Conduct available at <http://www.howard.edu/policy/codeofethics.pdf>, incorporated herein by reference and updated from time to time, and any ownership or financial interest in VENDOR by a UNIVERSITY employee.

9.2 Nothing contained in paragraph 9.1 shall be deemed as a prohibition of the VENDOR’s rights as an independent contractor to market or provide Products to others in a manner and to an extent that does not violate such paragraph.

9.3 Amounts paid are solely for the Services rendered and are commercially reasonable and consistent with fair market value without taking into account (either directly or indirectly) the volume or value of referrals or business otherwise generated between the parties.

10.0 WAIVERS

Any waiver by a party with respect to an act or omission by the other party inconsistent with any term or condition of this Agreement shall not affect or impair the waiving party’s right with respect to any subsequent act or omission of the same type, nor shall it be deemed to waive any other right under this Agreement; nor shall the failure of a party to exercise any right arising under this Agreement or delay in the exercising of such right affect or impair such party’s rights as to the same or any future matter; nor shall the failure of a party to this Agreement to require or exact full and complete compliance with any one or more of the provisions of this Agreement be construed as in any manner changing such provision or provisions.

11.0 AUTHORITY TO ACT

11.1 The parties hereto warrant and represent that they have the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby and have been duly authorized to execute this Agreement.

11.2 The UNIVERSITY’s representative specified by UNIVERSITY in writing is the only person authorized by the UNIVERSITY to administer the terms and conditions of this Agreement. Nothing contained in the previous sentence shall be construed as authorizing such person to change, modify, or delete any such term or condition. Such changes, modifications, or deletions, if any, shall only be made in accord with the provisions of Section 13.0.

12.0 RESERVED

13.0 NOTICES

All notices, designations and other communications contemplated under this Agreement shall be in writing and shall be deemed given when actually delivered to the address designated below. Such notices, designations and communications shall be sent to the parties at the addresses noted below:

If to the UNIVERSITY:

If to the VENDOR:

Each party may change its designated recipient of notices, designations, and other communications by so notifying the other in writing

14.0 MODIFICATIONS; ENTIRE Agreement

This writing contains the entire agreement of the parties. No representations were made or relied upon by any party other than those expressly set forth herein. No agent, employee or representative of a party is empowered to alter or modify any of the terms in this Agreement unless such modification is done in writing and signed by authorized representatives of both parties.

15.0 SEVERABILITY

Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

16.0 TERMINATION

16.1 Subject to the provisions of paragraph 15.2, this Agreement shall be deemed terminated upon the occurrence of any one or more of the following events:

 (a) a material breach of a term or condition of this Agreement, if the non-breaching party so elects;

 (b) a party becomes insolvent or subject to a petition in bankruptcy or is placed under the control of a receiver, liquidator or committee of creditors;

 (c) upon the expiration of the term specified in Section 4.0;

 (d) upon 30 days prior notification by the UNIVERSITY for convenience and without penalty;

16.2 The provisions contained in Sections 2.2, 7.0, 8.0, 15.0, and 17.0 shall survive the termination of this Agreement.

17.0 CONTROLLING LAW AND DISPUTE RESOLUTION

17.1 This Agreement shall be interpreted, controlled and enforced in accordance with the substantive laws of the District of Columbia.

17.2 The parties to this Agreement hereby submit to personal jurisdiction in the District of Columbia for the purposes of enforcing the terms of this Agreement. In the event such litigation is commenced, each party agrees that service of process may be made and personal jurisdiction over each obtained, by service of a copy of the summons, complaint, and other pleadings required by applicable law to commence such litigation upon the party’s appointed agent for service of process in the District of Columbia. In the event a party fails to appoint such agent pursuant to the laws of the District of Columbia or if such appointment should lapse for any reason, each party hereby alternatively designates its signatory to this Agreement as its appointed agent for the service of process in the District of Columbia regardless of the place of residence of such signatory.

18.0 ASSIGNMENT

The VENDOR may not assign his, her, or its rights, duties, and/or obligations hereunder without the prior written consent of the UNIVERSITY.

19.0 AUDIT

VENDOR agrees to keep separate written records in reasonable detail of all: (a) costs incurred hereunder (if such costs were submitted to the UNIVERSITY for reimbursement under any costs reimbursement arrangement); and (b) all work performed by it pursuant to this Agreement. All such written records and any other data, drawings, prints, and information of whatsoever form prepared during or evolved from its Services for the UNIVERSITY pursuant to this Agreement, including but not limited to records of detailed hourly billing information and rates, shall be made available to the UNIVERSITY, or its designated representatives, during normal business hours for inspection and audit.

20.0 DEBARMENT

VENDOR represents and warrants that it is not (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal Programs; (ii) convicted of a criminal offense related to the provision of items or services to the Federal Government but have not yet been excluded, debarred or otherwise declared ineligible to participate in Federal Programs, or (iii) under investigation or are otherwise aware of any circumstances which may result in exclusion from participation in Federal Programs. This shall be an ongoing representation and warranty during the term of this Agreement and the parties shall immediately notify each other of any change in status of the representation and warranty set forth in this section. Any breach of this paragraph shall give the non-offending party the right to immediately terminate this Agreement for cause.

21.0 PRODUCT RECALL

 [Only applicable to orders of Products]

In the event of a manufacturer’s recall of items purchased on any order/addendum, UNIVERSITY shall have the option to accept replacement merchandise from the VENDOR or to be refunded the full purchase price. In either case, all transportation costs related to the recall shall be paid by VENDOR.

22.0 SHIPPING

 [Only applicable to orders of Products]

22.1 Shipping Arrangements. VENDOR shall ship Products in accordance with shipping instructions provided by UNIVERSITY. UNIVERSITY shall specify the UNIVERSITY Product number and quantity, ship to address, carrier, and other information required for the shipment. All Products shall be packaged for shipment as specified by UNIVERSITY's packaging instructions for each UNIVERSITY Product. UNIVERSITY shall pay or reimburse VENDOR for all freight, duty, taxes or other charges associated with shipment of Products by VENDOR.

22.2 Shipping Method; Transfer of Title. Title to and risk of loss of Products shipped hereunder shall be transferred to UNIVERSITY after the UNIVERSITY has had a reasonable opportunity to inspect the Products in accordance with Section 3 of this Agreement.

23.0 FORCE MAJEURE

Any delays in, or failure of, performance of any party to this Agreement shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent caused by occurrences beyond the control of the party affected, including, but not limited to, acts of God, strikes or other work stoppages; civil disturbances, fires, floods, explosions, riots, war, rebellion, sabotage, acts of governmental authority or failure of governmental authority to issue licenses or approvals which may be required.

24.0 COMPLIANCE

Each Party shall comply with all applicable laws and regulations, statutes, treaties, administrative orders and court orders, including export laws, as well as (i) the laws and regulations of other applicable countries which prohibit export or diversion of certain technical Products to certain countries and individuals and any other applicable law, and (ii) the U.S. Foreign Corrupt Practices Act and Anti-Boycott Regulations in their respective dealings with the Products and in performing their respective obligations under this Agreement.

25.0 RELATIONSHIP OF THE PARTIES

At all times under this Agreement, the VENDOR shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create an employment or agency relationship between the parties.

26.0 INSURANCE

If requested by UNIVERSITY, VENDOR shall provide a certificate of insurance to UNIVERSITY. Upon UNIVERSITY’s request, VENDOR shall adjust its insurance to conform to UNIVERSITY’s insurance requirements.

27. NO HAND-DRAWN CHANGES

**No hand-drawn changes, with or without initials or signatures next to them, shall have any effect on this Agreement, and the Agreement shall be read as though such additions, deletions or edits are not there**.

**IN WITNESS WHEREFORE**, the parties hereto have duly executed this MASTER AGREEMENT.

**NAME of VENDOR:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: DATE: \_\_\_\_\_\_\_\_\_\_\_\_

NAME OF AUTHORIZED SIGNATORY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE HOWARD UNIVERSITY**

BY: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: