

INDUSTRY TRAINING AGREEMENT

South Texas College

This Industry Training Agreement (“Agreement”) is made and entered into as of the ____ day of _____, 202_ (the “Effective Date”) and is by and between SOUTH TEXAS COLLEGE (“STC”), a public institution of higher education created under the laws and Constitution of the State of Texas, and _____, a _____ created under the laws of the State of _____ (“Client”).

WHEREAS, Client requires training and educational services for its employees, as more fully described in Attachment “A,” and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and Client;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, Client and STC (sometimes collectively referred to herein as the “Parties”) agree as follows:

I. Services and Fees

During the term of this Agreement, STC shall provide training services to Client as set forth in Attachment “A” (the “Services”) which is incorporated herein by reference. The Services may be modified, reduced or expanded only with the advance written consent of the Parties. If there is any conflict between the terms, conditions and description of the Services described in Attachment “A” and those contained in the body of this Agreement, the terms of Attachment A shall control.

Client shall pay STC for the Services in accordance with the terms and conditions set forth in Attachment “B.”

II. STC’s Responsibilities and Representations

STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

STC represents that, to the best of its actual knowledge, as a result of providing the Services there are no conflicts of interest between Client and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts or circumstances that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify Client.

Except as may be expressly set forth in Attachment “A,” STC represents that its performance does not depend on the acquisition of rights from any third party and that the conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party. STC shall: i) designate an administrator to oversee and administer STC’s performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services, if the Services will be provided at STC, will be open and ready for use on the date(s) and time(s) specified for the Services; and v) unless otherwise agreed, provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

III. Client’s Responsibilities and Representations

Client shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; iii) make all required payments to STC within 30 days of receipt of the invoice; and, iv) pay 25% of the total fee to

STC if Client cancels the Services within 30 days of the first day on which the Services were to be provided, unless the cancellation is permitted by the terms of this Agreement.

If Client fails to make any payment as required by this Agreement, Client agrees, to the fullest extent permitted by law, to indemnify STC for all costs and expenses incurred by STC in its efforts to collect all amounts due including, but not limited to, court filing fees, litigation expenses, attorneys' fees, and any bank fees. STC shall be entitled to collect interest on all past due amounts at the rate of 1.5% per month until paid or the maximum amount permitted by law whichever is lower.

IV. Default and Termination

If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

Either party may for any reason, or no reason, terminate this Agreement at any time upon by giving thirty (30) days advance written notice to the other party. If this Agreement is terminated for convenience, neither party shall have further liability to the other party, provided that STC shall refund any sums paid by Client for any services that were not performed.

Client acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning Client's future performance or success and that STC is not responsible in any way for the operation of Client's business.

If STC breaches its obligations under this Agreement, Client's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by Client corresponding to the non-conforming Services. STC shall not be liable to Client for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by Client under this Agreement.

Neither party 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 acts of God, strikes, epidemics, pandemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

V. Miscellaneous

a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be construed in such a way as to make the employees or agents of either party an employee or an agent of the other.

b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; this Agreement may be modified only in writing, signed by each party, after reasonable notice.

c. Nothing in the Agreement or any conduct prior or subsequent to entering into the Agreement shall be construed as a waiver of STC's or the state's sovereign immunity including any of the privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to STC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

d. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be. This Agreement is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Agreement as a third-party beneficiary or otherwise.

e. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC as well as federal and state laws relating to sexual harassment. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and Client agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.

f. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.

g. Client and STC acknowledge that they or their employees may, in the performance under this Agreement, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization except as necessary to perform under the terms of the Agreement.

h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of Client.

IN WITNESS WHEREOF, South Texas College and Client have executed and delivered this Agreement as of the date first above written.

SOUTH TEXAS COLLEGE:

By: _____

Title: _____

By: _____

Title: _____

CLIENT:

By: _____

Title: _____

ATTACHMENT A SERVICES

South Texas College, through the Center for Advanced Training and Apprenticeships (“CATA”), will provide a minimum of ___ hours of training to Client as described below:

Program Title:

Course No./Name:

Total Number of Hours:

STC Administrator Responsible:

Client Contact:

Date(s) of Service:

Time:

Location:

Minimum Number Employee Participants (if applicable):

Description of Training Services:

ATTACHMENT B
FEES

Tuition:

Expenses: