

# TRAINING SERVICES AGREEMENT

## South Texas College

**South Texas College**, a public institution of higher education created under Texas law ("STC"), and \_\_\_\_\_ ("Trainer") agree that the following terms and conditions will apply to the services provided under this **Training Services Agreement** ("Agreement"). This Agreement shall be signed by both parties and shall be effective on the date of the last signature ("Effective Date").

<b>1.</b>	<b>ENGAGEMENT AND SERVICES</b>
1.1	STC contracts with the Trainer to provide the services, work product, and deliverables as described in <b>Attachment "A"</b> on the date or dates specified in <b>Attachment "A"</b> (the "Services") which is incorporated herein for all purposes.
1.2	If the "Representative" section in <b>Attachment "A"</b> names a specific individual or individuals to provide the Services, STC is entering into this Agreement on the condition that the Services shall be performed by these individuals and by no other person. If such individual(s) is, for any reason, unable or unwilling to perform the Services, STC has the right to terminate this Agreement without liability or obligation of any kind to the Trainer.
1.3	The Trainer must obtain STC's written consent prior to subcontracting any portion of the Services or changing any previously approved subcontractor. In any subcontract agreement, the Trainer shall, unless STC otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions substantially similar to those in this Agreement.
<b>2.</b>	<b>FEES AND EXPENSES</b>
2.1	In consideration for providing the Services, STC shall pay the Trainer and, if applicable, reimburse the Trainer for expenses incurred as set forth in <b>Attachment "A."</b>
2.2	Except as specified in <b>Attachment "A,"</b> STC shall not compensate the Trainer or reimburse the Trainer for any expenses or costs incurred.
<b>3.</b>	<b>DEFAULT AND TERMINATION</b>
3.1	This Agreement may be immediately terminated by either party at any time upon its discovery of a material breach by the other party of its obligations thereunder, provided however that the party seeking termination shall first give the other party written notice of its material breach and that such breach not be cured within fifteen (15) days after receiving such notice.
3.2	This Agreement may be immediately terminated by one party, without providing an opportunity to cure, if the other party becomes insolvent (generally unable to pay its debts as they become due) or the subject of a bankruptcy, conservatorship, receivership, or similar proceeding, or makes a general assignment for the benefit of creditors.
3.3	This Agreement shall not be renewed by its own terms, and any further services provided by the Trainer beyond the term of this Agreement shall require the execution of a new agreement.
3.4	Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
3.5	Failure of a party to require performance by another party under this Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.
<b>4.</b>	<b>CONSEQUENCES OF TERMINATION</b>
4.1	If this Agreement terminates for any reason other than as the result of a default by the Trainer, STC shall pay the Trainer for all of the Services satisfactorily rendered and delivered by the

	Trainer prior to termination and for all expenses reasonably and properly incurred by the Trainer prior to termination, if such expenses are payable hereunder. STC shall have no further obligation to the Trainer including for any costs, losses or damages of any kind whatsoever as a result of such expiration or termination; under no circumstances shall STC be liable to the Trainer for any amounts in excess of the sums listed and described in <b>Attachment "A"</b> and shall not be liable for any incidental or consequential damages including any claim by the Trainer for lost profits.
4.2	If STC terminates this Agreement pursuant to 3.1 or 3.2, STC may withhold any unpaid amounts otherwise due to the Trainer under this Agreement, which amounts may be applied by STC to indemnify it for any amounts owing by the Trainer as well as any additional costs that STC may incur to complete or cause to be completed the Services. Any amounts so withheld that are not applied toward such indemnification shall be paid to the Trainer when STC, in its sole discretion, determines that it has been adequately indemnified.
4.3	Upon termination of this Agreement, the Trainer shall immediately return to STC all property belonging to STC including, without limitation, any records, files, documents (including electronic material), equipment, software, intellectual property unless otherwise directed by STC in writing.
<b>5.</b>	<b>REPRESENTATION, WARRANTIES, COVENANTS, AND ACKNOWLEDGEMENTS</b>
5.1	The Trainer represents and warrants that: a) it has full power and authority to enter into and fulfill its obligations under this Agreement; b) none of the Services infringe on the intellectual property rights of any other person, and STC shall have the right to receive and use the Services without any restriction or obligation to any other person; and c) its performance of the Services under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
5.2	The Trainer covenants to STC that: a) it will perform the Services in a timely, professional and competent manner, with all due skill and care, and in accordance with applicable professional standards; and b) it will maintain adequate business insurance coverage and shall provide STC with proof of such insurance upon request.
5.3	The Trainer agrees that: a) if the Agreement requires the Trainer's presence on STC's premises or in STC's facilities, the Trainer will cause its employees, representatives and agents to comply with all applicable STC rules and policies relating to personal health, security, environmental quality safety, fire prevention, noise, smoking, parking, access restrictions and security directives; b) all persons, including the Trainer's owners, officers, employees, agents, and any authorized subcontractors, who are in charge of or responsible for any of the Services, are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction; and c) the Trainer has acquired any licenses, certifications and permits that are required to provide the Services.
5.4	The Trainer shall not make any reference to STC in any promotional material, except as a professional reference, without STC's prior written authorization
5.5	If it is a corporation, partnership, limited partnership, limited liability partnership, or limited liability company, the Trainer is duly organized, validly existing and in good standing under the laws of the state of its organization and is authorized to do business in the State of Texas
5.6	Each individual who performs any of the Services must be the Trainer or an employee of the Trainer or an employee of a subcontractor engaged by the Trainer. The Trainer is responsible

	for the performance of all individuals performing any of the Services. If requested by STC, the Trainer will provide STC with a list of all individuals who perform any of the Services ("List") and cause an appropriate criminal background screening to be performed on all such individuals. The Trainer will not knowingly assign any individual to provide any of the Services on STC's campus or other premises who has a history of criminal conduct unacceptable for a college campus or facility including violent or sexual offenses. The Trainer will update the List each time there is a change in the individuals assigned to perform any Services. If requested by STC, the Trainer will provide a letter signed by an authorized representative certifying compliance with this section. The Trainer will provide STC with an updated certification letter each time there is a change in the individuals assigned to perform any services.
5.7	The Trainer agrees to perform all of the Services in accordance with STC policies of which the Trainer has actual knowledge as well as with all applicable local, state and federal laws, rules, ordinances and regulations.
5.8	In accordance with Texas Govt. Code § 2252.901, neither the Trainer nor, if applicable, the Trainer's employees who shall provide the Services were STC employees during the twelve (12) month period immediately prior to the date of execution of this Agreement.
5.9	Pursuant to Texas Govt. Code § 2155.003, the Trainer has not given or offered to give, nor does it intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an STC employee, a member of STC's Board of Trustees or any public servant in the State of Texas in connection with this Agreement.
<b>6.</b>	<b>INDEMNITY</b>
6.1	THE TRAINER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS STC, STC'S BOARD OF TRUSTEES AND THE STATE OF TEXAS AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL DAMAGES, COSTS, SUITS, ACTIONS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY KIND, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "CLAIMS") BY ANY PERSON OR ENTITY, ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS, OMISSIONS OR WILLFUL MISCONDUCT OF THE TRAINER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS. IN ADDITION, THE TRAINER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR THE SERVICES PROVIDED UNDER THE AGREEMENT.
<b>7.</b>	<b>CONFIDENTIAL AND PERSONAL INFORMATION</b>
7.1	Both parties shall maintain as confidential and shall not disclose, reproduce, copy, publish, distribute, or use for purposes other than the performance of the terms of this Agreement or as required by law, any information which relates to the other party's business affairs, products, services, trade secrets, technology, inventions, ideas, know-how, audiovisual media, research and development, pricing, employee information or the terms of this Agreement ("Confidential Information") and each agrees to protect the Confidential Information with the same degree of care that it exercises to protect its own confidential information but in no event with less than reasonable care. Confidential Information shall not include information that: (1) is publicly known through no direct or indirect fault of the recipient; (2) thereafter

	<p>becomes available to the recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (3) was known by or in the possession of the recipient, as established by documentary evidence, prior to being disclosed by or on behalf of the disclosing party; or (4) was or is independently developed by the recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing party's Confidential Information.</p>
7.2	<p>Upon expiration or termination of this Agreement or upon the request of the other party, each party agrees to immediately return or properly dispose of the other party's Confidential Information and provide written confirmation of disposal. Breach of confidentiality may cause irreparable damage; therefore, the injured party shall have the right to equitable and injunctive relief and to recover damages (including attorney's fees and costs) incurred in connection with any violation hereof. The recipient may disclose the disclosing party's Confidential Information pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction, provided that the recipient shall first provide the disclosing party with: (a) prompt written notice of such requirement so that the disclosing party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.</p>
7.3	<p>STC strictly adheres to all statutes, court decisions and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"). Unless otherwise informed by the Trainer in writing, STC shall consider all information, documentation and any other materials requested to be submitted in connection with the Agreement to be of a nonconfidential and non-proprietary nature and therefore subject to public disclosure under the TPIA. In accordance with TPIA §§ 552.002 and 2252.907, and at no additional charge to STC, the Trainer will make any information created or exchanged with STC pursuant to the Agreement (and not otherwise exempt from disclosure under the TPIA) available in a format reasonably requested by STC that is accessible by the public. If applicable, the Trainer will comply with the requirements of Texas Govt. Code § 552.372(a).</p>
<b>8.</b>	<b>AUDIT</b>
8.1	<p>The Trainer shall keep proper accounts and records of the costs and expenses relating to the Services, including all invoices, receipts and vouchers.</p>
8.2	<p>If this Agreement includes payment for time spent by the Trainer, including its employees, agents or permitted contractors, in providing the Services, the Trainer must keep a record of the actual time spent by each individual who provides any part of the Services.</p>
8.3	<p>The Trainer acknowledges that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under <i>Texas Education Code</i> § 51.9335(c). The Trainer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested.</p>
<b>9.</b>	<b>RELATIONSHIP AND REFERENCE</b>
9.1	<p>In performing the Services, the Trainer is, and undertakes performance thereof, as an independent contractor with sole responsibility for its own debts, obligations, acts, and</p>

	omissions as well as for all persons employed in connection with the Agreement, including exclusive liability for the payment of all federal, state, and local unemployment and disability insurance premiums and fees as well as all social security and other taxes and contributions payable in respect of such persons, from and against which liability the Trainer agrees to indemnify, exonerate and hold harmless STC. The Trainer shall have no authority to act for or on behalf of STC or the State of Texas except as expressly provided for in the Agreement.	
9.2	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 this Agreement as a third-party beneficiary or otherwise.	
<b>10.</b>	<b>NOTICES</b>	
10.1	All notices must be in writing and addressed to the other party's primary contact listed in 10.2. Notices can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).	
10.2	<b>TRAINER:</b> Name: Attn: Address:  Tel. Email:	<b>STC:</b> Attn: 3201 West Pecan Blvd. McAllen, TX 78501 956.  @southtexascollege.edu
<b>11.</b>	<b>AMENDMENT AND ASSIGNMENT</b>	
11.1	Any amendment to or modification of this Agreement must be in writing, signed by authorized representatives of both parties, and expressly state that it is amending or modifying the Agreement.	
11.2	Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party and any attempt to do so shall be a breach of this Agreement and void.	
<b>12.</b>	<b>ENTIRE AGREEMENT</b>	
12.1	This Agreement sets out all the terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. Any terms or conditions on a quote, purchase order, invoice, order confirmation, or other similar document related to this Agreement are void.	
12.2	If a court of competent jurisdiction finds any provision of the Agreement illegal, unenforceable or beyond the contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.	
<b>13.</b>	<b>GOVERNING LAW AND JURISIDICITION</b>	
13.1	To the extent Texas Govt. Code Chapter 2260 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, must be used by STC and Trainer to attempt to resolve any claim for breach of contract made by the Trainer that cannot be resolved in the ordinary course of business. STC's Vice President for Finance & Administrative Services will examine the Trainer's claim and any counterclaim and negotiate	

	with the Trainer in an effort to resolve such claims. The parties specifically agree that: (i) neither the execution of the Agreement by STC nor any other conduct, action or inaction of any representative of STC relating to the Agreement constitutes or is intended to constitute a waiver of STC's or the state's sovereign immunity to suit; and (ii) STC has not waived its right to seek redress in the courts.
13.2	ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY TEXAS LAW, EXCLUDING ITS CONFLICT OF LAWS PRINCIPLES AND, SUBJECT TO THE PROVISIONS OF <i>TEXAS GOVT. CODE</i> CHAPTER 2260, WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF HIDALGO COUNTY, TEXAS; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.
13.3	This Agreement shall not constitute or be construed as a waiver of 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.
13.4	Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
<b>14.</b>	<b>COUNTERPARTS AND SURVIVAL</b>
14.1	The parties may execute this Agreement using electronic signatures, electronic copies, and in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement.
14.2	The terms and conditions of the Agreement that, by their nature, require performance by either party after the termination of this Agreement, including, without limitation, confidentiality obligations, limitations of liability, exclusions of damages, indemnification obligations, and governing law, and any other provision or partial provision that, by its nature, would reasonably extend beyond the termination of this Agreement, shall be and remain enforceable after such termination for any reason whatsoever.
14.3	The failure of a party to require performance by another party under the Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under the Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy.
<b>15.</b>	<b>ACKNOWLEDGEMENTS</b>
15.1	If the Trainer is a taxable entity subject to the Texas Franchise Tax (Texas Tax Code Chapter 171), the Trainer certifies that the Trainer is not currently delinquent in the payment of any taxes due under Chapter 171 or that The Trainer is not subject to those taxes.

15.2	<p>The Trainer acknowledges that pursuant to <i>Texas Local Govt. Code</i> Chapter 176, all vendors who contract or seek to contract with a “local governmental entity” such as STC may be required to complete a conflict of interest questionnaire (“CIQ”) if such vendor has a relationship with an officer of STC who is considered a “local government officer” or with a family member of such officer. If completion of a CIQ is required as of the Effective Date or at any time during the term of this Agreement, the Trainer shall file the CIQ with STC’s Vice President of Finance &amp; Administrative Services. At <a href="https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf">https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf</a>, the Trainer can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as “local government officers.”</p> <p><b>Trainer’s Initials:</b> _____</p>
15.3	<p>The Trainer acknowledges that pursuant to <i>Texas Education Code</i> § 44.034, a person or business entity, <b>excluding</b> publicly-traded companies and certain vendors of library goods and services, that does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At <a href="https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf">https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf</a>, the Trainer can find a Criminal History Disclosure Form (“CHDF”) that may be used for this purpose. If the Trainer is required to submit a CHDF pursuant to § 44.034 as of the Effective Date or at any time during the term of this Agreement, the Trainer shall send the CHDF to STC’s Vice President of Finance &amp; Administrative Services with a copy to STC’s Director of Purchasing.</p> <p><b>Trainer’s Initials:</b> _____</p>
15.4	<p>If (1) this Agreement has a total value of \$100,000 or more, and (2) the Trainer is a for-profit business with at least ten (10) employees, then, pursuant to Texas Govt. Code Chapter 227, if otherwise applicable, the Trainer certifies that the Trainer (i) does not currently boycott Israel; and (ii) will not boycott Israel during the term of this Agreement. The Trainer acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.</p>
15.5	<p>Pursuant to Texas Govt. Code Chapter 2252, the Trainer certifies that the Trainer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The Trainer acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.</p>
15.6	<p>Pursuant to Texas Govt. Code § 2274.0102 dealing with access to critical infrastructure, the Trainer certifies that the Trainer is not ineligible to receive or enter into this Agreement. The Trainer represents and warrants that (i) the Trainer does not, and will not for the duration of this Agreement, boycott energy companies or have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or (ii) these verifications required by Texas Govt. Code Chapter 2274 do not apply to this Agreement. If circumstances relevant to this representation change during the course of the Agreement, the Trainer shall promptly notify STC.</p>
15.7	<p>Pursuant to Texas Health and Safety Code § 161.0085 pertaining to “vaccine passports,” the Trainer is not ineligible to receive or enter into this Agreement. Under Texas Govt. Code §§ 2155.006 &amp; 2155.0061 dealing with the misuse of disaster relief funds and prohibitions on</p>

	human trafficking respectively, the Trainer certifies that the individual or business entity named in this Agreement is not ineligible to receive or enter into this Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
15.8	In accordance with Texas Family Code § 231.006 with respect to child support obligations, the Trainer is not ineligible to enter into, or receive the award of or payment under, this Agreement, and the Agreement may be terminated and payment may be withheld if this certification is inaccurate. The Trainer agrees that any payments due under this Agreement shall be directly applied towards eliminating any debt or delinquency the Trainer has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support as required by Texas Govt. Code § 2252.903.
15.9	The Trainer has not given or offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an STC employee, a member of STC’s Board of Trustees or any public servant in the State of Texas in connection with this Agreement. Under Texas Govt. Code § 2155.004 concerning financial participation by any person who received compensation from STC to participate in preparing the specifications on which this Agreement is based, the Trainer certifies that the individual or business entity named in this Agreement is not ineligible to enter into this Agreement and the Agreement may be terminated and payment withheld if this certification is inaccurate.
15.10	The Trainer certifies that it and, if applicable, its principals are not suspended or debarred from doing business with the state or federal government as listed on the <i>State of Texas Debarred Vendor List</i> maintained by the Texas Comptroller of Public Accounts and the <i>System for Award Management (SAM)</i> maintained by the General Services Administration.
15.11	No STC employee or member of STC’s Board of Trustees has a direct or indirect financial interest in this Agreement or in the Services, or in any of the profits, real or potential, thereof. If applicable, the Trainer agrees to comply with Texas Govt. Code § 2252.908 (Disclosure of Interested Parties Statute) and 1 Texas Admin. Code §§ 46.1 - 46.5 (Disclosure of Interested Parties Regulations), as implemented by the Texas Ethics Commission.
15.12	Performance by STC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (“Legislature”) and/or allocation of funds by STC’s Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, STC may provide written notice to the Trainer and terminate this Agreement without further duty or obligation. The Trainer acknowledges that appropriation, allotment and allocation of funds are beyond STC’s control.
15.13	The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions.



**IN WITNESS WHEREOF**, the parties have executed this Agreement effective in accordance with the terms stated above.

**TRAINER**

By: \_\_\_\_\_

Name:	
Title:	
Date:	

**SOUTH TEXAS COLLEGE (STC)**

By: \_\_\_\_\_

Name:	Dr. Ricardo J. Solis
	President

By: \_\_\_\_\_

Name:	
Title:	
Date:	

## Attachment A

ENGAGEMENT DATE:	Or, FROM:	TO:
<b>REQUIRED REPRESENTATIVE (if any):</b>		
<b>DESCRIPTION OF SERVICES:</b>		
<b>FEES AND EXPENSES:</b>	<p>Training Service Fee:</p> <p><u>Reimbursable Expenses (if any):</u></p> <p>Transportation:</p> <p>Lodging:</p> <p>Per Diem:</p> <p>Other _____:</p> <p>Total Expenses:</p> <p><b>Total Fees and Expenses Not to Exceed:</b></p>	
<p><b>PAYMENT TERMS</b></p> <p>Unless the Trainer chooses to process payments via a Services Rendered Form (SRF) prepared by STC, the Trainer shall prepare and submit invoices monthly on the 10th day of the month following the month in which the Services were rendered or any deliverables were completed or accepted, as applicable. Each invoice shall include such supporting information and documentation (e.g., time sheets) reasonably requested by STC. STC shall process and pay any SRF or approved invoices within 30 days of the Trainer’s signature on the SRF or receipt of the such invoice, whichever is applicable.</p>		

**Trainer’s Initials:** \_\_\_\_\_