

MASTER SERVICES AGREEMENT

This Master Services Agreement (“**Agreement**”) is made and executed by and between the University of Delaware (“**University**”), a non-profit institution with its principal place of business at 222 Chapel Street, Newark, DE 19716, and [[Name (Primary Second Party)]] (“**Supplier**”), [Supplier E-Mail], a [[Entity Type]] whose principal offices are located at [[Street Line 1 (Primary Second Party)]], [[City/Town (Primary Second Party)]], [[State/Province (Primary Second Party)]] [[Postal Code (Primary Second Party)]].

BACKGROUND:

- A. **WHEREAS**, University issued a Request for Proposal to procure [description of goods/services], dated [Date], designated as RFP #[RFP Number] (“RFP”);
- B. **WHEREAS**, Supplier demonstrated it has the capability and capacity to provide certain [[Category of Service]] services required under the RFP; and
- C. **WHEREAS**, University desires to retain Supplier to provide the said services, and Supplier is willing to perform such services, on the terms, and subject to the conditions, set forth in this Agreement.

NOW, THEREFORE, in consideration of these promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent of being legally bound hereby, Supplier and University (collectively, the “**Parties**”, or each, individually, a “**Party**”) agree as follows:

1. **Term.** The term of this Agreement is from [Date], or the date of full execution of this Agreement, whichever is later, (the “**Effective Date**”) and shall remain in effect through [Date], unless otherwise terminated in accordance with this Agreement (the “**Term**”). This Agreement shall be renewed automatically for [No.] additional one-year terms, unless either Party gives written notice to the other at least 30 days prior to the date of expiration. Each renewal term shall be on the same terms and conditions as were in effect during the initial term or the immediately preceding renewal term.
2. **Statement of Work.** Supplier agrees to provide merchandise and/or services as detailed in Exhibit A attached hereto and incorporated herein by this reference (the “**SOW**”).
3. **Method of Engagement.** When a need arises for the Merchandise and/or Services detailed in Exhibit A, University shall issue a Purchase Order to Supplier, referencing this Agreement.
4. **Fees and Expenses.** Conditioned upon the performance of the SOW as specified in each Purchase Order, University agrees to pay Supplier total fees and expenses as detailed in Exhibit B attached hereto and incorporated



Contract #:

herein. The Fees and Expenses detailed in Exhibit B represent University’s total financial commitment to Supplier for performance of the SOW, applicable taxes, and other obligations under this Agreement.

5. **Purchase Order.** Supplier acknowledges and agrees that absent a properly issued University Purchase Order, this Agreement does not in and of itself represent an authorization to commence work, nor is it a commitment by University to pay Supplier any fee.

6. **Terms and Conditions.** This Agreement adopts and incorporates by reference the University of Delaware’s Standard Terms and Conditions set forth at (the “Terms & Conditions”)

[https://www.udel.edu/content/dam/udelImages/procurement/suppliers/t- c/UDStandardPOTermsConditions_02.29.24_v4.0.pdf](https://www.udel.edu/content/dam/udelImages/procurement/suppliers/t-c/UDStandardPOTermsConditions_02.29.24_v4.0.pdf) .

All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Terms and Conditions.

This Agreement shall not be binding unless executed below by the Parties and incorporated into the issuance of a University Purchase Order. Any variance from or addition to the Statement of Work, Fees and Expenses, or Terms & Conditions of this Agreement in any present or future invoice, or other document delivered by Supplier will be void and of no effect unless agreed to in writing by the University.

IN WITNESS WHEREOF, each Party has executed this Agreement by their duly authorized representatives on the date set forth below:

SUPPLIER

UNIVERSITY OF DELAWARE

By: _____

By: _____

Name (print):

Name (print):

Title:

Title:

Date:

Date:

EXHIBIT A
STATEMENT OF WORK

[TO BE DEVELOPED UPON AWARD OF SOURCING EVENT FROM RFP AND/OR BIDDER'S RESPONSE
AND FINAL NEGOTIATIONS]

EXHIBIT B
FEES AND EXPENSES

[TO BE DEVELOPED UPON AWARD OF SOURCING EVENT FROM BIDDER'S RESPONSE AND FINAL NEGOTIATIONS]

SUPPLIER**UNIVERSITY OF DELAWARE**

By: _____

By: _____

Name (print):

Name (print):

Title:

Title:

Date:

Date: