

**VENDOR AGREEMENT  
(for Information Technology)**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 (“Effective Date”). The term “Agreement” means this Agreement and any other Exhibits or addenda signed by both parties. This Agreement is made between \_\_\_\_\_ (“Vendor”) and DePaul University, an Illinois not-for-profit corporation (“DePaul”).

WHEREAS, Vendor wishes to sell certain hardware, license the use of certain software, and/or provide certain services related to \_\_\_\_\_;  
and

WHEREAS, DePaul wishes to purchase the hardware, the software license, and/or the services necessary to \_\_\_\_\_.

NOW THEREFORE, for mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1) **Deliverables.** Vendor will provide the software and hardware (the “Product”) described in Exhibit A, if applicable.
- 2) **Services.** Vendor will also provide services as outlined in Exhibit B, if applicable.
- 3) **Pricing.** DePaul shall pay Vendor for such software, hardware and/or services in accordance with the pricing schedule described in Exhibit C. Any change in pricing from the pricing schedule shall be subject to DePaul’s prior approval.
- 4) **Payment.** DePaul’s payment terms are Net 30 from the date the last piece of equipment is received and installed and/or services are rendered. DePaul University is a tax-exempt organization (IL Tax Exemption # E9990-9022-05) and as such is not subject to sales tax on good or services.
- 5) **Confidentiality.** Vendor recognizes that as a result of this Agreement, it will be provided with confidential information relating to the business policies, student information, procedures and other confidential information of DePaul. Neither Vendor nor its employees or agents will disclose any DePaul confidential or student-related information obtained by Vendor.
- 6) **Indemnification.** To the fullest extent permitted by law, vendor agrees to defend, indemnify, and hold harmless DePaul, including its trustees, officers, members, directors, employees, servants and agents, against loss, damages, claims, suits, liabilities, judgments, costs and expenses (without limitation, all reasonable attorneys’ fees and expenses) that may accrue against DePaul, including its trustees, officers, members,

directors, employees, servants and agents which is proximately caused by the negligence or willful misconduct or any breach of representation or warranty by vendor or its agents or employees. This provision shall survive the termination of this Agreement. Notwithstanding any language to the contrary in any other document this indemnity shall not be limited to the purchase price paid for the products and/or services hereunder.

- 7) **Assignment.** Neither party may assign, sublicense or otherwise transfer or delegate any right or obligation in this Agreement without the written consent of the other party.
- 8) **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.
- 9) **Severability.** If any term, clause or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.
- 10) **Independent Contractor.** The relationship between DePaul and Vendor shall, at all times, remain that of an independent contractor.
- 11) **Family Education Rights and Privacy Act (FERPA).** Vendor agrees at all times to abide by the Family Education Rights and Privacy Act of 1974 (FERPA), 20 U.S.C. § 1232 g, and all applicable rules and regulations.
- 12) **Governing Law.** Notwithstanding any language to the contrary in any other document this Agreement, and any prior agreements made or entered into in connection with this Agreement, shall be governed in all respects by the laws of the State of Illinois. The parties to this agreement agree to use the state of Illinois for Jurisdiction and Cook County, Illinois for Venue for any disputes between the parties
- 13) **Conflict of Provisions.** If there is any conflict between the provisions of this Agreement and any other agreement the provisions of this Agreement shall control.
- 14) **Modifications.** No revision or modification hereof shall be effective unless it is in writing and signed by both parties.

**For DePaul University:**

**For Vendor:**

\_\_\_\_\_

\_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_