

Law Center Loaned Faculty Agreement

Agreement made by and between The University of Houston, for and in behalf of its Law Center (hereinafter "UHLC") and the _____ (hereinafter "Receiving Institution") this ____ day of _____, 20__.

Whereas, Receiving Institution has need for the services of _____, Professor in the UH Law Center (hereinafter "Professor"), and UHLC is willing and able to provide the services of Professor to Receiving Institution during the term of this Agreement.

Now, therefore, in consideration of the mutual promises and consideration recited herein, the Parties agree as follows:

- 1. TERM.** For the period _____ through _____, UHLC will provide to Receiving Institution the services of _____, Professor of _____ in the UH Law Center. Professor will teach courses, as set forth in Attachment "A," in Receiving Institution's Law School as a loaned and visiting faculty member under the direction and control of Receiving Institution.
- 2. COMPENSATION.** In consideration for the services of Professor, Receiving Institution will pay to UHLC the sum of \$_____. Payments will be made in _____ equal installments of \$_____ and will be due on _____ respectively. In the event Professor receives increases in salary from UHLC over the term of the Agreement, Receiving Institution agrees that these increases shall be included as additional compensation due UHLC under this paragraph 2.
- 3. FACULTY STATUS.** During the term of this Agreement, Professor will remain at all times an employee of UHLC and subject to additional duties and responsibilities as assigned by UHLC during the term of this Agreement. UHLC will be responsible for continuing Professor's salary and fringe benefits. UHLC will be responsible for making all appropriate employee payroll deductions for Professor required by Federal or state law or authorized by Professor. For no purposes will Professor be considered an employee of Receiving Institution; notwithstanding however, Professor is to be under the supervision, direction, management and control of Receiving Institution at all times during the term of this Agreement while teaching those courses as set forth in Attachment "A"; and Receiving Institution releases UHLC from any claims or liability arising from Professor's services under this Agreement. Accordingly, UHLC makes no warranties, express or implied, in connection with the performance of services by Professor.
- 4. INDEMNITY AND HOLD HARMLESS.** Receiving Institution will indemnify and hold UHLC, its Regents, officers, agents and employees harmless from any claims, causes of action, or judgments against them arising out of the negligent or intentional acts or omissions of Receiving Institution, its officers, agents, or employees, and Professor while subject to the direction and control of Receiving Institution in the performance of this Agreement. Receiving Institution will not hold UHLC harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of UHLC, its officers and agents or any person not subject to Receiving Institution's supervision and control.
- 5. TERMINATION.** This Agreement may be terminated at any time by either party upon 60 days' written notice to the other. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

6. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no other Agreements, either oral or written, will be effective to vary the terms hereof. No Amendment to this Agreement will be valid or binding unless reduced to writing and signed by the Parties. Neither Party may assign its interest under this Agreement without the written consent of the other Party. This Agreement will be governed by, and interpreted in accordance with, the laws of the State of Texas, with any action arising out of this Agreement to be brought in Harris County, Houston, Texas.

In witness whereof, the Parties hereto have executed this Agreement as of the date first written above.

UNIVERSITY OF HOUSTON, FOR AND IN BEHALF OF ITS LAW CENTER

RECEIVING INSTITUTION

Signature Date
Name: _____
Sr. VC/VP, Academic Affairs/Provost

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Dean, UH Law Center

Signature Date
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC