

following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed to Company at the address set forth below.

- h. For the purposes under the terms of this Agreement, University shall be an independent contractor and not an employee of Company.
- i. Company hereby waives all claims in both contract and in tort against the University of Houston and its Regents, employees and agents arising out of the performance of this Agreement. Company agrees that its sole recourse for unsatisfactory performances of the Services shall be, in the sole discretion of University, for University to re-perform the Services. Company agrees that University will under no circumstance be liable for consequential or indirect damages, even if made aware of the potential for harm to Company.
- j. Execution of this Agreement constitutes Company's acceptance of the authority of University, the Texas State Auditor and/or their designated representative (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Company agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

**University of Houston for the benefit of its
C.T. Bauer College of Business**

COMPANY

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Title: _____

 Signature Date
 Name: _____
 Title: _____

Business: _____
 Address: _____

Dept. Address: _____

Attn: _____

Note: Modification of this Form requires approval of OGC