Bauer College Student Corporate Projects Agreement

This Bauer College Student Corporate Projects Agreement (this "Agreement") is entered into between the University of Houston on behalf of its C. T. Bauer College of Business, Department of ("University") and ("Company") for the purpose of defining the services being offered by the University to the Company. The University and Company shall be known collectively as "Parties" and singularly as "Party."

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):

- 2. **TERM:** The term of this Agreement is from ______ through ______ and shall automatically terminate at the close of business on the last day of the stated term, unless otherwise agreed in writing by the Parties.
- 3. COMPENSATION: Services are provided for the benefit of participating students, providing an opportunity of curricular value by applying their education in a field setting. No financial compensation is due to University for these services. The Parties acknowledge that the services provided by University are related to and a part of its educational mission.
- 4. **WORK PRODUCT:** Any work product created pursuant to Services provided by participating students or otherwise created under this Agreement shall be the sole property of the Company.

5. **MISCELLANEOUS:**

- a. This document constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreements.
- b. This Agreement may not be amended, or otherwise altered, except by written agreement signed by the authorized representative of each Party.
- c. This Agreement is not assignable without the express, written consent of both Parties.
- d. The provisions of this Agreement are severable.
- e. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
- f. Company may terminate this Agreement after 30 calendar days' written notice to University. Company understands and agrees that any and all obligations shall become due in full, as of the effective date of termination, if not sooner.
- g. University may terminate this Agreement with 30 calendar days' written notice to Company. This notice shall be deemed delivered and received (i) when actually received by Company if personally delivered or delivered by facsimile, or (ii) if delivered by mail, whether actually received or not, at the close of business on the third business day

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

Signature Name: Title:	Date	Signature Name: Title:	
Signature Name:	Date	_ Business:	
Title: Dept. Address:			
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Attn:		_	

Note: Modification of this Form requires approval of OGC