

Memorandum of Agreement

This Memorandum of Agreement is made between the University of Houston ("UH"), a public education institution of the State of Texas, and _____, ("Sponsor") a corporation/ institution/ entity existing under the laws of the State of _____.

Whereas Sponsor desires that UH perform the project hereinafter described and is willing to advance funds for this project; and

Whereas the project contemplated by this Agreement is of mutual interest and benefit to UH and to Sponsor, and will further the instructional and research objectives of UH in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and

Now, therefore, in consideration of the mutual covenants and promises contained herein, UH and Sponsor agree as follows:

1. **Effective Date.** This Agreement shall be effective as of _____ ("Effective Date").
2. **Statement of Work.** UH agrees to implement the discipline management system described in the *Consistency Management® & Cooperative Discipline* proposal dated _____. The program consists of five (5) themes: Prevention, Caring, Cooperation, Organization, and Community. The objectives of the program are to:
 - a. Create the capacity to expand the work of *Consistency Management®* to meet the growing needs of the _____ ("Sponsor").
 - b. Create a school-wide consensus for teaching and learning which is consistently implemented.
 - c. Provide a self-analytical approach for teachers to examine their success in establishing a positive, orderly learning environment.
 - d. Provide metrics regarding the effects of the program at the individual student level, classroom level, and the school level.
3. **Principal Investigator.** The research will be under the direction of Dr. H. Jerome Freiberg as Principal Investigator. If, for any reason, he is unable to continue to serve as Principal Investigator and a successor acceptable to both UH and Sponsor is not available, this Agreement shall be terminated as provided in Section 17.
4. **Period of Performance.** The research shall be conducted during the period of _____, and will be subject to renewal only by mutual agreement of Parties.
5. **Payment.** In consideration of the foregoing, Sponsor will pay UH the fixed price amount of \$ _____ with an initial payment of \$ _____ due on _____ and the balance of the amount payable on the dates and in the amounts as follows: _____.

Checks shall be made payable to the University of Houston, and sent to:

Treasurer's Office
University of Houston System
P.O. Box 988
Houston, TX 77001-0988

For identification purposes, each payment shall include the title of the research, Consistency Management®, the Principal Investigator, H. Jerome Freiberg and the UH Budget number, if invoiced.

Sponsor will be subject to additional charges for expenses incurred (materials, personnel and travel) due to cancellation or re-scheduling of workshops or presentations with less than 30 days prior notice.

- 6. **Accessibility.** Sponsor shall allow UH reasonable access to facilities, meetings, personnel, and records as UH, its agents and employees may require to perform its responsibilities under this agreement.
- 7. **Reports.** UH shall furnish Sponsor annual letter reports during the term of this Agreement summarizing the project.
- 8. **Publications.** UH will be free to publish the results of this project.
- 9. **Notices.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (airmail if not domestic) addressed to Parties as follows:

UH	Sponsor
_____	_____
Director	_____
Office of Contracts & Grants	_____
University of Houston	_____
E. Cullen Bldg., Room 316	_____
Houston, TX 77204-2015	_____

In the event notices, statements, and payments required under this Agreement are sent by certified or registered mail by one Party to the other Party at the above address, they shall be deemed to have been given or made as of the date mailed, otherwise, as of the date received.

- 10. **Liability.**
 - a. **Sponsor agrees to indemnify and hold harmless UH, its System, their Regents, officers, agents and employees from any liability, loss, claim, damage, or liability of any kind arising out of or in connection with the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by Sponsor of the results obtained from the activities performed by UH under this Agreement; provided, however, that the following is excluded from Sponsor's obligation to indemnify and hold harmless: the negligence or willful malfeasance of any Regent, officer, agent, or employee of UH or System.**
 - b. **Both Parties agree that upon receipt of a notice of claim or action arising out of the activities to be carried out pursuant to the project described in Attachment A, the Party receiving such notice will notify the other Party promptly. Sponsor agrees, at its own expense, to provide attorneys to defend against any actions brought or filed against UH, its System, their Regents, officers, agents and/or employees with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of the Texas Attorney General, UH agrees to cooperate with Sponsor in the defense of such claims or actions.**
- 11. **Insurance.**
 - a. UH warrants and represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by UH. UH has no liability insurance policy as such that can extend protection to any other person.
 - b. Each Party hereby assumes responsibility for any risks of personal injury and/or property damage caused by its respective representatives.

- 12. **Warranties.** UH makes no warranties, expressed or implied, as to any matter whatsoever. UH shall not be liable for any direct, indirect, consequential, special, or other damages suffered by Sponsor or any others resulting from the implementation of the project.
- 13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party; any attempted assignment contrary to this section is void.
- 14. **Force Majeure.** UH shall not be responsible to Sponsor for failure to perform any of the obligations imposed by this Agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UH.
- 15. **Independent Inquiry.** Nothing in this Agreement shall be construed to limit the freedom of researchers who are participants in this Agreement, whether paid under this Agreement or not, from engaging in similar research inquiries made independently under other grants, contracts, or agreements with Parties other than Sponsor.
- 16. **Independent Contractor.** In the performance of all services hereunder: (a) UH shall be deemed to be and shall be an Independent Contractor and, as such, UH shall not be entitled to any benefits applicable to employees of Sponsor; (b) Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. The acts or conduct of the respective Parties shall bind neither of the other. Notwithstanding the foregoing, State of Texas and UH policies regarding conflict of interest and consulting apply to UH employees performing under this Agreement and are incorporated as Attachments 1 and 2.
- 17. **Termination.** Sponsor upon ninety (90) days written notice may terminate performance under this Agreement; performance may be terminated by UH if circumstances beyond its control preclude continuation of the research. As its sole liability upon termination, Sponsor shall pay UH as specified in Section 5 for all costs and noncancellable commitments incurred in the performance of the research as of the effective termination date, including salaries for appointees for the remainder of their appointment, such reimbursement not to exceed the total project cost specified in Section 5. Termination or cancellation of this Agreement shall not affect the rights and obligations of Parties accrued prior to termination. Any provisions of this Agreement, which by their nature extend beyond termination, shall survive such termination.
- 18. **Entire Agreement.** Unless otherwise specified, this Agreement embodies the entire understanding between UH and Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. No amendments or changes to this Agreement, including without limitation, changes in the Statement of Work, total estimated cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of Parties.

In Witness Whereof, Parties have caused this Agreement to be executed by their duly authorized representatives.

UNIVERSITY OF HOUSTON

SPONSOR

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Title: _____

Note: Modification of this Form requires approval of OGC

Standard Form Approved
by the University of Houston System
Office of the General Counsel
Office of Contract Compliance