Sponsored Project Contractual Agreement

This agreement is entered into between the University of Houston, a public institution of higher education of the State of Texas pursuant to Sections 111.01, et. seq. of the Texas Education Code, ("University") and _____ ("Contractor") for the purpose of defining the services that the Contractor agrees to provide to University.

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

2. **TERM OF AGREEMENT**: This Agreement is to begin _____, and shall terminate _____.

3. **AGREEMENT AMOUNT**: The total amount of fees to be paid to Contractor under this Agreement shall not exceed: _____.

4. **CALCULATION OF FEES**: (Show hourly or daily rate and number of days of anticipated service. Daily rates on federal projects may not exceed the current GS-18. University's Office of Contracts and Grants can provide this rate.)

5. **PROPRIETARY DATA**. Unless otherwise required by law, University will exercise its best effort to maintain in confidence proprietary or trade secret information disclosed or submitted to it by Contractor which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information supplied by Contractor under this Agreement; or

   a. Is generally available in the public domain or thereafter becomes available to the public through no fault of University; or

   b. Was independently known prior to receipt thereof or was discovered independently by an employee of University who had no access to the information supplied by Contractor under this Agreement; or

   c. Was made available to University as a matter of lawful right by a third party.

   University retains the right to refuse or to accept any such information that is not considered to be essential to the completion of the research. The obligation of University under this paragraph shall survive and continue for one (1) year after termination of this Agreement. By execution of this Agreement, Contractor agrees in turn, to exercise its best effort to maintain in confidence proprietary or trade secret information so revealed by University. The obligation of Contractor under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

   Contractor shall perform the services specified in the time and manner described. In performing services under this Agreement, Contractor shall be deemed as an independent contractor and shall not act as nor an agent or employee of University. As an independent

contractor, Contractor will be solely responsible for determining the means and methods for performing the services described. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of University relative to conduct on its premises.

Contractor agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services. It is understood that during the performance of services Contractor will not be eligible for benefits.

6. **ALTERNATIVE DISPUTE RESOLUTION:**

a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of Contract made by Contractor:

(1) A Contractor's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Contractor other wise entitled to notice under the parties' Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.

(2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

(3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this Contract by University nor any other conduct of any representative of University relating to the Contract shall be considered a waiver of sovereign immunity to suit.

b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.

c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part.

7. **MISCELLANEOUS**:

a. This document constitutes the sole agreement of the parties as to the subject matter contained herein and supersedes any other oral or written understanding or agreements. It may be amended upon written agreement of both parties. It is not assignable without the express written agreement of both Parties.

b. If Contractor is being paid with funds provided by the State of Texas, under Section 231.006 of the Texas Family Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified payments under this contract and that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

c. If Contractor is not a United States citizen/national or a Permanent Resident Alien, provide information within the attached "Nonresident Alien Information Addendum."

d. For agreements between University and an entity recognized as a legal corporation, Contractor certifies that, upon the effective date of this Agreement, either (1) it is not

delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Contractor agrees that any false statement with respect to franchise tax status shall be material breach hereof, and University shall be entitled to terminate this Agreement upon written notice thereof to Contractor.

e. Payment for services rendered will be made only upon satisfactory completion of services as certified by the responsible University representative or the Principal Investigator identified below, as applicable.

f. Either Contractor or University may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination of service. In the event of early termination, University shall only be liable for payment of services performed prior to termination.

g. Contractor agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this Agreement.

h. Contractor agrees that all inventions and discoveries, whether patentable or not, made by Contractor solely or jointly, resulting from services performed for University during the term of this Agreement shall belong to and be the property of University. Contractor will promptly disclose to University all such inventions and discoveries and will assign the same to University. Contractor will, upon request of University, execute and deliver to University disclosures and other information useful or necessary for the preparation of applications for patent(s) of the United States and any and all other countries, covering such inventions and discoveries, and assign the same to University or its assigns. Contractor will render all reasonable assistance to University or its assigns and its attorney in preparing said patent applications and will, upon request of University, execute all instruments and documents and do all things reasonably necessary or convenient to protect the rights of University and vest in University, or its assigns, all right, title and interest in and to such inventions, discoveries, applications, and patents.

i. Contractor certifies that he/she is not currently employed by University or any component of the University of Houston System. If Agreement provides for consulting services, Contractor certifies that he/she has not been an employee of the University of Houston System during the previous twelve (12) month period. Contractor further certifies (as provided by Texas Government Code Section 2254.033) that if consulting services are offered and Contractor has been employed by University or any component of the University of Houston System at any time during the two years preceding such offer, that he/she shall disclose in the offer the nature of the previous employment with University or component of the University of Houston System, the date the employment was terminated, and the annual rate of compensation at the time of termination.

j. By signing this Agreement, Contractor certifies that he/she is not in violation of Section 203.170-1 of the Defense Federal Acquisition Regulation Supplement (DFARS) which prohibits former Department of Defense ("DoD") officials performing acquisition related functions in connection with a major defense contractor while employed at the DoD, from accepting compensation from that contractor for a period of two years after departure of service from the DoD. [This certification is required on federally-funded contracts by Section 203.170-1 of the Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2).]

k. By signing this Agreement, Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department of agency. (If Contractor is unable to certify to this statement, an explanation must be attached.) [This certification is required by the regulations implementing Executive Order 12549, Non-Procurement Debarment and Suspension published as Part VII of May 26, 1988 Federal Register (pages 19160-19211).]

l. 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.

m. In the event human subjects are involved in the performance of this Agreement, Contractor agrees that the rights and welfare of the human subjects will be protected in accordance with the procedures specified in its current Institutional Assurance on file with the Office for Protection from Research Risks (OPRR), NIH. Contractor further agrees to provide certification at least annually that an appropriate Institutional committee has reviewed and approved the procedures which involve human subjects in accordance with the applicable Institutional Assurance accepted by the Office for Protection from Research Risks (OPRR), NIH. If Contractor does not have an approved Institutional Assurance, Contractor certifies that all research involving human subjects will be conducted in accordance with 45 CFR 46.

n. Any notice required by this Agreement shall be in writing and sent certified mail-return receipt requested, or sent by a nationally recognized overnight delivery service to the addresses listed below:

To University:
University of Houston
Office of Contracts and Grants
4800 Calhoun, 316 E. Cullen Building
Houston, TX 77204-2015

To Contractor:
_____
_____
_____
_____

8. **CERTIFICATION OF PRINCIPAL INVESTIGATOR**: As Principal Investigator, I certify that:

a. These services are essential and cannot be provided by persons receiving salary on the grant or otherwise compensated for their services.

b. A selection process has been employed to secure the most qualified person available.

c. The charge is appropriate considering the qualifications of Contractor, his/her normal charges, and the nature of the services rendered.

d. A written activity report providing a description of services rendered and the results of those services will be completed by Contractor and attached to the purchase voucher for payment, along with all other pertinent support documentation.

_____
Signature of Principal Investigator Date

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

UNIVERSITY OF HOUSTON

_____
Signature Date
Name:_____
Title:_____

_____
Signature Date
Name:_____
Title:_____

Dept. Address:_____
_____
_____
Attn: _____

CONTRACTOR

_____
Signature Date
Name:_____
Title:_____

Business: _____

Address:_____
_____
_____

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