



## Agreement

This Agreement is entered into between the University of Houston on behalf of the Texas Manufacturing Assistance Center – Gulf Coast (“TMAC Gulf Coast”) and \_\_\_\_\_ (“Customer”).

TMAC Gulf Coast and Customer shall be known collectively as “Parties” and singularly as “Party.”

1. **Services.** TMAC Gulf Coast agrees to provide the services described on Appendix A, a copy of which is attached and incorporated by reference as if set out herein.
2. **Term.** The term of this agreement is \_\_\_\_\_ through \_\_\_\_\_ and shall automatically terminate by operation of law at the close of business on the last day of the stated term, unless otherwise agreed in writing and signed by the authorized representative of the parties.
3. **Consideration.** Customer shall pay TMAC Gulf Coast \$ \_\_\_\_\_, in accordance with the payment schedule set forth in Appendix A, for rendering the Services described in Appendix A, which is incorporated by reference as if set out herein. TMAC Gulf Coast will submit an invoice to Customer for Services, setting forth in detail the work performed and the charges therefore. Payment shall be due to TMAC Gulf Coast from Customer within 30 days of the invoice date. If TMAC Gulf Coast refers collection of a past due balance to an attorney for collection, Customer agrees to pay all costs of collection, including reasonable attorney fees.
4. **Customer Responsibilities.**
  - a. Ensure employees are available to provide inputs at the agreed upon times.
  - b. Provide TMAC Gulf Coast adequate facilities and access to information required to carry out described tasks.
  - c. Make available to TMAC Gulf Coast all environmental compliance requirements from the State of Texas.
  - d. Appoint a company point of contact who will be responsible for A and B above and any other coordination of project activities that may be required.
  - e. Upon TMAC Gulf Coast’s request, complete customer satisfaction survey to be provided by TMAC Gulf Coast and participate in a survey conducted by third party vendor on behalf of NIST. The approximate timing of the latter survey is nine months after completion of this contract.
5. **Miscellaneous.**
  - a. Customer hereby grants TMAC Gulf Coast the right to report survey impact information about Customer and the services provided under this Agreement to Texas Department of Commerce, the National Institute of Standards & Technology Manufacturing Extension Partnership, or others with a legitimate need to know.
  - b. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements.
  - c. This Agreement may not be amended, or otherwise altered, except by a written agreement signed by the authorized representative of each party.
  - d. This Agreement is not assignable without the express, written consent of both parties.
  - e. The provisions of this Agreement are severable.
  - f. 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.
  - g. Customer may terminate this Agreement after 30 consecutive days’ written notice to TMAC Gulf Coast in the form of a completed Notice of Contract Cancellation Form, which is attached and incorporated by reference as if set out herein. The customer

