Services Agreement

This Agreement is entered into between the Click Here to Select One on behalf of the Department/ College/Division of _____ ("University") and _____ ("Customer") for the purpose of defining the services being offered by the University to the Customer. The University and Customer 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 _____ 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. **COMPENSATION:** Customer shall compensate University in the amount of $_____, plus reasonable travel and other business-related expenses (when applicable; upon submission of receipts) not to exceed $_____, for a total payment not to exceed $_____. University will submit an invoice to Customer for Services, setting forth in detail the work performed and the charges therefore. Payment shall be due to University within 30 days of the invoice date. If University refers collection of a past due balance to an attorney for collection, Customer agrees to pay all costs of collection, including reasonable attorney fees. The Parties acknowledge that the services provided by University are related to and a part of its educational mission.

4. **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. Customer may terminate this Agreement after 30 calendar days' written notice to University. Customer understands and agrees that any and all payment obligations shall accrue and 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 Customer. This notice shall be deemed delivered and received (i) when actually received by Customer 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 Customer 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 Customer.

i. Customer 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. Customer 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 or to refund the compensation paid pursuant to paragraph 3 above. Customer agrees that University will under no circumstance be liable for consequential or indirect damages, even if made aware of the potential for harm to Customer.

j. Execution of this Agreement constitutes Customer'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. Customer agrees to cooperate with the Auditor conducting such audits or investigations and to provide all information and documents reasonably requested.

Click Here to Select One

_____
Signature Date
Name:_____
Title:_____

_____
Signature Date
Name:_____
Title:_____

Dept. Address:_____
_____
_____
Attn: _____

CUSTOMER

_____
Signature Date
Name:_____
Title:_____

Business: _____

Address:_____
_____
_____

(Contracts in which the University receives revenue are required to be submitted to the Office of Contract Administration for review if such submission is required under the UH System Contract Administration Guide, and may require an additional level of signature and review as detailed in the UH System Contract Administration Guide.)

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**