



INTERLOCAL COOPERATION CONTRACT

This Contract and agreement is entered into by and between the parties shown below pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

I. Contracting Parties:

The Receiving Party: _____
(Complete with correct title of agency)

The Performing Party: _____
(Complete with correct title of state agency)

II. Statement of Purpose: The contracting parties enter into this Interlocal Cooperating Agreement in order to _____

III. Statement of Services to be Performed (continue on attachment if necessary):

The Performing Party agrees to provide services as outlined in the statement of work attached as Exhibit A.

IV. Basis for Calculating Reimbursable Costs:

The basis for calculating reimbursable costs is outlined in the statement of work attached as Exhibit A.

V. Contract Amount:

Any fees owed by Receiving Party pursuant to this Agreement are identified on Exhibit A, along with the statement of services. The total amount of this contract shall not exceed \$_____.

VI. Payment for Services:

Receiving Agency will pay for services rendered from appropriation items or accounts of Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency. Payment for services will be billed _____ (weekly/monthly/lump sum, etc.) and Receiving Agency shall make payments to Performing Agency within 30 days after receipt of invoices from Performing Agency (including appropriate certification).



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VII. Term of Contract:

This Agreement is to begin on _____ and shall terminate on _____.

VIII. Termination:

This Contract may be terminated, in whole or part, without cause by either Party upon thirty (30) days written notice. Upon notice, Performing Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to Receiving Agency all reports for and/or accumulated by Performing Agency in performing this Agreement, whether completed or in process. Upon termination of this Agreement, all equipment acquisitions purchased pursuant to this Agreement remain with and become the property of Performing Agency. Subject to Article V, Performing Agency shall be reimbursed for services performed before termination date and reasonable costs associated with delivery requirements as set forth above.

IX. Intellectual Property:

This agreement shall be an agreement for services and the parties intend and consider any work created as a result of this agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the Work shall belong to Texas Southern University ("TSU"). The work may be edited at any time within the university's discretion.

If the Work would not be considered a work-for-hire under applicable law, Agency hereby assigns, transfers, and conveys any and all rights, title and interest to TSU, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, TSU maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the university's discretion.

If the Work is one to which the provisions of 17 U.S.C. § 106A apply, the Agency hereby waives and appoints TSU to assert on the Agency's behalf the Agency's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for TSU purposes.



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X. Confidentiality:

During the course of the work and/or services to be provided under this agreement, Agency may come in contact with confidential information of TSU. Agency agrees to treat as confidential the information or knowledge that becomes known to Agency during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by TSU. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Agency shall promptly notify TSU of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to TSU all confidential information in Agency's possession or control. Agency shall further comply with all university information security policies that may apply.

XI. General Provisions:

This contract shall be governed by Texas Law and venue shall lie in Houston, Harris County, Texas.

The person signing below on behalf of Performing Agency and Receiving Agency warrant that he/she has the authority to contract for the above services and execute this agreement according to its terms.

To the extent authorized by the laws and constitution of the State of Texas, the Performing Party shall not be liable to the Receiving Party for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. In no event shall the Performing Party's liability for damages, caused or arising out of its failure to supply material or perform services in a proper or timely manner, exceed the amount paid to the Performing Party under this agreement. The Performing Party does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Party agrees to work cooperatively with the Performing Party to maintain services to the best of both parties' abilities.

In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.



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This Agreement constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

The Parties certify (1) that the services specified above are necessary and essential for activities that are properly within the statutory functions of the affected agencies; (2) that the proposed arrangements serve the interest of efficient and economical administration of the State Government; (3) the services, supplies, or materials contracted for are not required by the laws and the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

Receiving Party

Performing Party

Texas Southern University

(NAME OF AGENCY)

By: _____
Dr. John M. Rudley

By: _____
(Authorized Signature)

President
(Title)

(Title)

Date: _____

Date: _____

Note: Modification of this Form requires approval by the Office General Counsel.