



TEXAS SOUTHERN UNIVERSITY

TEXAS SOUTHERN UNIVERSITY
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made between Texas Southern University ("TSU"), 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 TSU 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 TSU and to Sponsor, and will further the instructional and research objectives of TSU 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, TSU and Sponsor agree as follows:

1. Effective Date. This Agreement shall be effective as of \_\_\_\_\_ (Effective Date") and shall terminate on \_\_\_\_\_ ("Termination Date").

2. Statement of Work. TSU agrees to \_\_\_\_\_ (general description of the work to be performed).

a. (specific details, if necessary, regarding the work to be performed)\_\_\_\_\_.

b. Principal Investigator. The research will be under the direction of \_\_\_\_\_ as Principal investigator. If, for any reason, he is unable to continue to serve as Principal Investigator and a successor acceptable to both TSU and Sponsor is not available, this Agreement shall be terminated as provided in Section 17.

c. Period of Performance. The research shall be conducted during the period of \_\_\_\_\_ to \_\_\_\_\_, and will be subject to renewal only by mutual agreement of Parties.

d. Payment. In consideration of the foregoing, Sponsor will pay TSU the fixed 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: \_\_\_\_\_



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Checks shall be made payable to the Texas Southern University, and sent to:

Treasurer's Office
Texas Southern University
3100 Cleburne Street
Houston, TX 77004

For identification purposes, each payment shall include the title of the research
Budget numbers, 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.

- 3. Accessibility. Sponsor shall allow TSU reasonable access to facilities, meetings, personnel, and
records as TSU, its agents and employees may require to perform its responsibilities under this
agreement.
4. Reports. TSU shall furnish Sponsor annual letter reports during the term of this Agreement
summarizing the project.
5. Publications. TSU will be free to publish the results of this project.
6. 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:

TSU

Sponsor

Director
Office of Research Accounting
Texas Southern University
3100 Cleburne Street
Houston, TX 77004

[Signature lines for Sponsor]

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.



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**7. Liability**

- a. **Sponsor agrees to indemnify and hold harmless TSU, its 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 TSU 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 TSU.**
- 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 the Statement of Work above, 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 TSU, its 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, TSU agrees to cooperate with Sponsor in the defense of such claims or actions.**

**8. Insurance.**

- a. **TSU 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 TSU. TSU 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.**

**9. Warranties. TSU makes no warranties, expressed or implied as to any matter whatsoever. TSU 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.**

**10. 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.**

**11. Force Majeure. TSU 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**



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power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of TSU.

12. **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 inquires made independently under other grants, contracts, or agreements with Parties other than Sponsor.
13. **Independent Contractor.** In the performance of all services hereunder: (a) TSU shall be deemed to be and shall be an Independent Contractor and, as such, TSU 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 and conduct of a party shall not be binding on the other party. Notwithstanding the foregoing, State of Texas and TSU policies regarding conflict of interest and consulting apply to TSU employees performing under this Agreement and are incorporated by reference herein.
14. **Termination.** Sponsor, upon ninety (90) days written notice, may terminate performance under this Agreement. Performance may be terminated by TSU if circumstances beyond its control preclude continuation of the research. As its sole liability upon termination, Sponsor shall pay TSU for all costs and noncancelable 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. 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.
15. **Entire Agreement.** Unless otherwise specified, this Agreement embodies the entire understanding between TSU 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.



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

TEXAS SOUTHERN UNIVERSITY

SPONSER: \_\_\_\_\_

Signature Date

Signature Date

Name:
Title:

Name:
Title:

Signature Date

Signature Date

Name:
Title:

Name:
Title:

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