



TEXAS SOUTHERN UNIVERSITY
State of Texas

Interagency Cooperation Contract (TSU Performs Services)

This Interagency Cooperation Contract ("Contract") is entered into by and between the State agencies shown below as Contracting Agencies, pursuant to the authority granted and in compliance with the *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

I. Contracting Agencies

The Performing Agency: Texas Southern University (_____)
(Insert department name in parenthesis, if applicable)

Address: 3100 Cleburne St, Houston, Texas 77004

Contact Person: _____ (Name, Address, Phone, Email)

The Receiving Agency: _____ (Agency Name)

Address: _____

Contact Person: _____ (Name, Address, Phone, Email)

II. Statement of Services to be Performed

Performing Agency will perform the following service(s):

- 1.
- 2.
- 3.

(Insert as many numbered items as necessary. Additional services cannot be added by an amendment at a later date. A new interagency contract must be executed.)

III. Basis for Calculating Reimbursable Costs

Services of Personnel (*salaries, wages, fringe benefits, travel & consultant fees*): _____

Services of Supplies & Material (*supplies, materials, telephone and duplication*): _____



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Services of equipment (*computer services, equipment usage*): _____

TOTAL DIRECT COSTS: _____

Indirect costs (%) _____

TOTAL AMOUNT DUE _____

IV. Contract Amount

The total amount of this contract shall not exceed \$_____ (**insert written amount**).
<This is the maximum amount collectable under the contract as written.>

V. Payment of Services

Performing Agency will invoice Receiving Agency for services _____. (*Note: For example, weekly, monthly, in one lump sum upon execution of this Contract, or upon complete performance of the services*).

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

VI. Warranties:

Performing Agency warrants that (1) it has authority to perform the services and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Agency warrants that (1) it has the authority to contract for the services and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Contract

This Agreement is to begin _____ and terminate _____. (*Term of the Agreement should not transcend the biennium*).



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VIII. Termination:

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

Performing Agency may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the Receiving Agency. 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 IV, Performing Agency shall be reimbursed for services performed before termination date and reasonable costs associated with delivery requirements as set forth above.

IX. Miscellaneous

The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

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

Performing Agency:
Texas Southern University

Receiving Agency:



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By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Invoices should be sent to the attention of: _____

(Insert contact person's name, address and phone number.)

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