

THE STATE OF TEXAS

COUNTY OF HARRIS

INTERAGENCY COOPERATION CONTRACT

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Southern University
Address: 3100 Cleburne, Houston, Texas 77004
Phone Number: 713-313-7011

The Performing Agency:
Address:
Phone Number:

II. INTRODUCTION:

This Agreement between Texas Southern University ("TSU") and _____ ("Performing Agency"), a _____ [type of agency] that _____ [describe Performing Agency's activities] and that has its principal office at _____ [address], takes effect on the last date signed below ("Effective Date"). This Agreement is entered into under the authority granted and in compliance with the provisions of the *Interagency Cooperation Act*, Chapter 771, *Texas Government Code*.

III. BACKGROUND:

- Performing Agency _____ [describe Performing Agency's capabilities that apply to the agreement].
- TSU provides academic courses for students in _____ [identify academic division or program] and periodically desires to provide these students with educational experience by using appropriate facilities and personnel of organizations outside TSU.
- Performing Agency desires to cooperate with TSU to establish and implement from time to time one or more Programs (defined below) involving the students and personnel of TSU and the facilities and personnel of Performing Agency.

The parties agree as follows.

IV. STATEMENT OF SERVICES TO BE PERFORMED:

A. Statement of Work.

1. *Definitions.*

- a. "Performing Agency Liaison" means a person who serves for Performing Agency as liaison to TSU.
- b. "Program" means (whether singular or plural) _____.
- c. "Statement of Work" means a description of the tasks that the Performing Agency must complete.
- d. "Term" means a period during which this Agreement remains in effect.
- e. "TSU Representative" means a member of TSU's faculty who coordinates the educational experience of each student participating in the Program with the Performing Agency Liaison.

2. *Scope.* Under the Statement of Work, _____ [list activities to be performed under the contract].

B. Amendment of Statement of Work. No amendment to a Statement of Work is effective unless reduced to writing, and signed by each party's authorized representative.

C. Responsibilities of Performing Agency. Except for any act that TSU must perform under this Agreement, Performing Agency must furnish any facility, personnel, service, or other item necessary for the educational experience specified in the Statement of Work. In connection with the Program, Performing Agency must:

- 1. assign each selected TSU student to the _____ [specific Program activity] and supervise that student;
- 2. comply with each applicable federal, state, or municipal law, ordinance, rule, or regulation, as well as each applicable accreditation authority requirement, certifying that compliance upon TSU's request;
- 3. permit any authority responsible to accredit TSU's curriculum as needed to inspect each facility, service, or other item that Performing Agency provides for the educational experience's purposes; and

4. appoint a Performing Agency Liaison by the following procedure:
 - a. Performing Agency submitting to TSU the name and professional and academic credentials of the person proposed as Performing Agency Liaison in writing at least thirty days before the date the appointment is to become effective;
 - b. TSU notifying Performing Agency of TSU's approval or disapproval of that person within ten days after receiving that notice;
 - c. no person acting as Performing Agency Liaison without TSU's prior written approval;
 - d. in the event the Performing Agency Liaison approved by TSU later becomes unacceptable and TSU so notifies Performing Agency in writing, Performing Agency appointing another person accordance to the procedure outlined in paragraph IV.C.4; and
 - e. [anything else we want Performing Agency to do].

D. Responsibilities of TSU. TSU must:

1. select students to participate in the Program;
2. assign only those students who have satisfactorily completed those portions of TSU curriculum that are prerequisite to Program participation;
3. designate a TSU Representative, giving Performing Agency written notice of the name of the TSU Representative;
4. provide necessary assurance or evidence of liability insurance coverage for assigned students; and
5. [anything else we need to do].

E. Notices. Each notice under this Agreement or a Statement of Work must be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Each notice is considered given when received by a party's designated representative.

F. Oral Representations. No oral representation of any officer, agent, or employee of Performing Agency or TSU affects or modifies any obligation of either party under this Agreement or any Statement of Work.

G. Amendment to Agreement. No amendment to this Agreement is valid unless reduced to writing, signed by an authorized representative of each party.

- H. Assignment. A party has no right to assign this Agreement or any Statement of Work without the other party's prior written approval.
- I. Performance. A delay in or failure of performance of either party that is caused by any occurrence beyond the control of either party does not constitute default under the Agreement, or give rise to any claim for damages.
- J. Term. This Agreement continues in effect for an initial Term ending one year after the Effective Date (*Term should not transcend the biennium*). After that initial Term, this Agreement continues from year to year unless one party gives the other party 180 days' prior written notice of intention to terminate. Upon that notice, this Agreement terminates on the later date of:
 1. the end of that 180 days; or
 2. the date when each student enrolled in the Program at the time that notice is given has completed each respective course of study under the Program.
- K. Applicable Law. The laws of the State of Texas govern the validity, interpretation, performance, and enforcement of this Agreement and any Statement of Work.
- L. Indemnification. To the extent authorized under the Constitution and laws of the State of Texas, TSU will hold Performing Agency harmless from liability resulting from TSU's acts or omissions within the terms of this Agreement. But TSU does not hold Performing Agency harmless from any claim, demand, or cause of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Performing Agency, its officers, agents, representatives, or employees, or any person or entity not subject to TSU's supervision or control.

V. BASIS FOR CALCULATING REIMBURSABLE COSTS:

TSU must pay Performing Agency _____ (\$_____) per student.

VI. CONTRACT AMOUNT:

The total amount of this contract must not exceed: \$_____.

VII. PAYMENT FOR SERVICES:

Receiving Agency must pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon each voucher that the Receiving Agency draws payable to Performing Agency.

Performing Agency must bill each payment for services performed:
 _____ [weekly, monthly, lump sum, etc.].

VIII. OTHER PROVISIONS, IF ANY: [describe]

IX. CERTIFICATION:

EACH UNDERSIGNED CONTRACTING PARTY certifies that:

- A. each service specified above is necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of the State of Texas;
- B. each proposed arrangement serves the interest of efficient and economical administration of the State of Texas; and
- C. each service, supply or material under the Agreement is not required by Section 21 of Article 16 of the *Constitution of Texas* to be supplied under contract given to the lowest responsible bidder.

Signed:

TEXAS SOUTHERN UNIVERSITY

By: _____

Title: _____

Signature: _____

Date: _____

PERFORMING AGENCY

By: _____

Title: _____

Signature: _____

Date: _____