

TEXAS SOUTHERN UNIVERSITY VISITING FACULTY AGREEMENT (TSU FACULTY AWAY)

[TSU AWAY - TSU Faculty Visits Elsewhere]

This agreement is made by and between Texas Southern University (hereinafter "TSU") and the _______ (Insert name of University/College) (hereinafter "______"). The term of this Agreement is effective as of the later of ______(Insert month/day/year) or date fully executed by both parties ______("Effective Date"). [Must be signed by both parties prior to the first date in Section I.]

WHEREAS, ______ has need for the services of ______, Professor in the TSU ______, and TSU is willing and able to provide the services of Professor _____.

NOW, therefore, in consideration of the mutual promises and consideration recited herein, the parties agree as follows:

I.

In consideration for the services of Professor ______, ______ will pay to TSU the sum of \$______(includes salary and fringe benefits). Payments will be made in _____ equal installments of \$______ and will be due on ______ respectively.

II.

During the term of this agreement, Professor ______ will remain at all times an employee of TSU. TSU will be responsible for continuing Professor ______''s salary and fringe benefits. TSU will be responsible for making all appropriate employee payroll deductions for Professor ______ required by Federal or state law or authorized by Professor ______ be considered an employee of ______.



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III.

______ will indemnify and hold TSU, its Regents, officers, agents and employees harmless from any claims, causes of action, or judgments against them arising out of the negligent or intentional acts or omissions of ______, its officers, agents, or employees, and Professor ______ while subject to the direction and control of ______ in the performance of this Agreement. ______ will not hold TSU harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of TSU, its officers and agents or any person not subject to ______ 's supervision and control.

IV.

This agreement may be terminated at any time by either party upon 60 days' written notice to the other. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

This agreement constitutes the entire agreement between the parties with respect to the subject matter and no other agreements, either oral or written, will be effective to vary the terms hereof. No amendment to this agreement will be valid or binding unless reduced to writing and signed by the parties. Neither party may assign its interest under this agreement without the written consent of the other party. This agreement will be governed by, and interpreted in accordance with, the laws of the State of Texas.

The person signing below on behalf of TSU and ______ warrants that he/she has the authority to execute this contract according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

| <insert complete="" legal="" name="" university's=""></insert> | Texas Southern University |
|--|---------------------------|
| By: | By: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |
| | |

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

Office of the General Counsel Visiting Faculty Agreement (TSU Faculty Away) TSUOGC-S-1210-029 Page 2 of 2

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