

UNIVERSITY of HOUSTON



Agreement

This Agreement is entered into between the University of Houston on behalf of the Texas Manufacturing Assistance Center – Gulf Coast (“TMAC Gulf Coast”) and _____ (“Customer”).

TMAC Gulf Coast and Customer shall be known collectively as “Parties” and singularly as “Party.”

1. **Services.** TMAC Gulf Coast agrees to provide the services described on Appendix A, a copy of which is attached and incorporated by reference as if set out herein.
2. **Term.** The term of this agreement is _____ through _____ and shall automatically terminate by operation of law at the close of business on the last day of the stated term, unless otherwise agreed in writing and signed by the authorized representative of the parties.
3. **Consideration.** Customer shall pay TMAC Gulf Coast \$ _____, in accordance with the payment schedule set forth in Appendix A, for rendering the Services described in Appendix A, which is incorporated by reference as if set out herein. TMAC Gulf Coast will submit an invoice to Customer for Services, setting forth in detail the work performed and the charges therefore. Payment shall be due to TMAC Gulf Coast from Customer within 30 days of the invoice date. If TMAC Gulf Coast refers collection of a past due balance to an attorney for collection, Customer agrees to pay all costs of collection, including reasonable attorney fees.
4. **Customer Responsibilities.**
 - a. Ensure employees are available to provide inputs at the agreed upon times.
 - b. Provide TMAC Gulf Coast adequate facilities and access to information required to carry out described tasks.
 - c. Make available to TMAC Gulf Coast all environmental compliance requirements from the State of Texas.
 - d. Appoint a company point of contact who will be responsible for A and B above and any other coordination of project activities that may be required.
 - e. Upon TMAC Gulf Coast’s request, complete customer satisfaction survey to be provided by TMAC Gulf Coast and participate in a survey conducted by a third party vendor on behalf of NIST. The approximate timing of the latter survey is nine months after completion of this contract.
5. **Miscellaneous.**
 - a. Customer hereby grants TMAC Gulf Coast the right to report survey impact information about Customer and the services provided under this Agreement to Texas Department of Commerce, the National Institute of Standards & Technology Manufacturing Extension Partnership, or others with a legitimate need to know.
 - b. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements.
 - c. This Agreement may not be amended, or otherwise altered, except by a written agreement signed by the authorized representative of each party.
 - d. This Agreement is not assignable without the express, written consent of both parties.
 - e. The provisions of this Agreement are severable.
 - f. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
 - g. Customer may terminate this Agreement after 30 consecutive days’ written notice to TMAC Gulf Coast in the form of a completed Notice of Contract Cancellation Form, which is attached and incorporated by reference as if set out herein. The customer

understands and agrees that any and all payment obligations shall accrue and become due in full, as of the effective date of termination, if no sooner.

- h. TMAC Gulf Coast may terminate this Agreement after 30 consecutive days' written notice to Customer. This notice shall be deemed delivered and received (i) when actually received by the Customer if personally delivered or delivered by facsimile, or (ii) if delivered by mail, whether actually received or not, at the close of business on the third business day following the day when placed in the federal mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the Customer at the address set forth below:

Customer: _____
 Address: _____
 City, State, Zip _____
 Telephone Number: _____

- i. For all purposes under the terms of this Agreement, TMAC Gulf Coast shall be an independent contractor and not an employee of Customer.
- j. Customer hereby waives all claims in both contract and in tort against the University of Houston, TMAC Gulf Coast, Texas Department of Commerce, National Institute of Standards & Technology Manufacturing Extension Partnership, and their officers, directors, employees an agents, arising out of the performance of this Agreement. Customer agrees that its sole recourse for unsatisfactory performance of the Services shall be, in the sole discretion of TMAC Gulf Coast, for TMAC Gulf Coast to re-perform the Services or to refund the consideration paid pursuant to paragraph 3 above. Customer agrees that TMAC Gulf Coast will under no circumstances to liable for consequential or indirect damages, even if made aware of the potential for harm to Customer.

UNIVERSITY OF HOUSTON

CUSTOMER

 Signature (if over \$25,000) Date
 Dr. Elaine Charlson
 Exec. AVP/AVC for Academic & Faculty Affairs

 Signature (if over \$10,000) Date
 Mr. Fred Lewallen
 Associate Dean, College of Technology

 Signature (if under \$10,000) Date
 Dr. Enrique Barbieri
 Associate Dean, College of Technology

 Signature Date
 Stephen Bangerter
 Director, Business Operations

 Signature Date
 Name: _____
 Title: _____
 Business: _____
 Address: _____

TMAC – GULF COAST

 Signature Date
 Name: _____
 Region Director

Note: Modification of this Form requires approval of OGC