

# UNIVERSITY of HOUSTON



## Purchasing Agreement for Goods and Services

This Agreement is entered into between the University of Houston through the Department/College/Division of \_\_\_\_\_ ("University") and \_\_\_\_\_ ("Contractor") for the purpose of defining the services being offered to the University.

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):

2. **COMPENSATION:**

University shall compensate Contractor in the amount of \$\_\_\_\_\_, plus reasonable travel and other business-related expenses (when applicable; upon submission of receipts) not to exceed \$\_\_\_\_\_, for a total payment not to exceed \$\_\_\_\_\_.

3. **TERMS OF THE AGREEMENT:**

- a. Services are to begin on \_\_\_\_\_ and will terminate on \_\_\_\_\_.
- b. All applicable laws, regulations, and University of Houston policies and procedures relative to conduct on University premises shall govern the services provided under this Agreement.
- c. Contractor agrees to indemnify and hold harmless University from any claim, damage, liability, injury, expense, or loss arising out of his/her performance under this Agreement.
- d. 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.
- e. Contractor certifies that he/she is not currently employed by the University of Houston or any component of the University of Houston System. If Agreement provides for consulting services (as defined): Contractor certifies that he/she has not been an employee of the University of Houston System during the previous twelve (12) month period.
- f. This Agreement constitutes the sole agreement of the parties and supercedes any other oral or written understandings or agreements and may only be amended in writing. It is not assignable.
- g. The University or Contractor can terminate this Agreement in writing at any time with \_\_\_\_\_ days notice. University shall only be liable for payment of services and expenses incurred prior to termination.
- h. Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- i. Contractor is an independent contractor and not an agent or employee of University.
- j. If Contractor is not a United States citizen/national or a Permanent Resident Alien, provide information within the attached "Nonresident Alien Information Addendum."
- k. The exchange and communication of information between the parties shall be held in strict confidence and Contractor will use the information only for the purposes of this

Agreement, and will advise its employees of the obligations under this Agreement in maintaining secrecy hereto.

4. **ALTERNATIVE DISPUTE RESOLUTION:**

- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
  - (1) A Contractor’s claims for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of University and Contractor otherwise entitled to notice under the Parties’ contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
  - (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
  - (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by University nor any other conduct of any representative of University relating to the contract shall be considered a waiver of sovereign immunity to suit.
- b. The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the contractor, in whole or in part.

**UNIVERSITY OF HOUSTON**

**CONTRACTOR**

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\_\_\_\_\_  
 Signature Date  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Business: \_\_\_\_\_

Address: \_\_\_\_\_

Dept. Address: \_\_\_\_\_

Attn: \_\_\_\_\_

**Note: Modification of this Form requires approval of OGC**