

UNIVERSITY OF HOUSTON SYSTEM



Consulting Agreement

This Agreement is entered into between the University of Houston System ("System") and _____ ("Consultant")
the purpose of the Agreement is to:

for System. In performing services under this Agreement, Consultant is not an agent or employee of System. As a consultant, Consultant will be solely responsible for determining the means and methods for performing the services described. Consultant will observe and abide by all applicable laws, regulations, policies and procedures, including, but not limited to, those of System relative to conduct on its premises.

Consultant agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services. It is understood that during the performance of services that Consultant will not be eligible for benefits.

1. **TERM:** This Agreement will commence on _____ and end _____. Either party may terminate this Agreement with ten (10) days written notice to the other party.
2. **CONSIDERATION:** System will compensate Consultant at the rate of \$_____ per hour, not to exceed a total of \$_____. Consultant shall submit detailed invoices describing the services rendered, the person or persons rendering services, the charges, the times when services were performed, compensable expenses, and the amount due. System will make payment within thirty (30) days of the receipt of the invoices.
3. **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 System and Consultant to attempt to resolve any claim for breach of contract made by Consultant:
 - (1) A Consultant'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, Consultant 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 System and Consultant other wise entitled to notice under the Parties' contract. Compliance by Consultant 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 Consultant's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by System 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 System relating to the contract shall be considered a waiver of sovereign immunity to suit.

b. The submission, processing and resolution of Consultant'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 Consultant, in whole or in part.

_____ **INITIAL**

4. **FINANCIAL OBLIGATIONS TO THE STATE OF TEXAS:** Consultant acknowledges that, pursuant to Government Code § 403.055, that if the Texas Comptroller of Public Accounts is currently prohibited from issuing a warrant to Consultant, Consultant agrees that payments under the attached Agreement will be applied towards the debt or delinquent taxes owed to the State of Texas until the debt or delinquent taxes are paid in full.

_____ **INITIAL**

5. **OUT OF STATE VENDOR CERTIFICATIONS:** Consultant acknowledges that, pursuant to Government Code § 2155.004, System may not accept a bid or award a contract to (i) any individual not residing in this State, or (ii) any business entity not incorporated in or whose principal domicile is not in this State, unless the individual or business entity:

a. Holds a permit issued by the Texas Comptroller of Public Accounts to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in this State; or

b. Certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

Under Section 2155.004, Government Code, Consultant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

_____ **INITIAL**

6. **PAYMENT OF TAXES:** Consultant certifies that, upon the effective date of this Agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of corporate franchise taxes. Consultant agrees that any false statement with respect to franchise tax status is a material breach, and System is entitled to terminate this Agreement upon written notice to Consultant.

_____ **INITIAL**

7. **CHILD SUPPORT:** A child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. By executing this Agreement, Consultant certifies that the individual or business entity named in this Agreement is not ineligible to receive payment from the state and acknowledges that this Agreement may

be terminated and payment may be withheld if this certification is inaccurate. (Family Code, Section 231.006).

_____ **INITIAL**

8. **PROPRIETARY INFORMATION:**

- a. Consultant shall maintain the confidentiality of all proprietary information provided to it by System. Information in the public domain or otherwise obtained independently by Consultant is not considered confidential.
- b. Any programs, data or other materials furnished by System for use by Consultant concerning the services performed under this Agreement remain the sole property of System.

9. **NOTICE:** All notices and communications regarding this Agreement must be in writing and directed to the following representatives:

For System:

For Consultant:

10. **GOVERNING LAW:** The laws of the State of Texas and the United States govern the validity and interpretation of this Agreement and the legal relation of the parties.

11. **MISCELLANEOUS:**

- a. This document constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.
- b. This Agreement cannot be amended or otherwise altered except upon the written agreement of both parties.
- c. This Agreement is not assignable without the express written agreement of both parties.
- d. The provisions of this Agreement are severable.
- e. Venue in any action brought is in Harris County, Texas.

The parties have caused this Agreement to be executed by their duly authorized representatives.

SYSTEM

CONSULTANT

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