MEMORANDUM OF UNDERSTANDING

**by and between**

**and**

**TEXAS A&M UNIVERSITY-COMMERCE**

This Memorandum of Understanding (“MOU”) is entered into by and between , hereinafter referred to as OTHER PARTY, and TEXAS A&M UNIVERSITY-COMMERCE, a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its Department of , hereinafter referred to as “A&M-Commerce”.

**WHEREAS**, A&M-Commerce offers a \_\_\_\_\_\_\_\_\_\_\_\_\_\_; and,

**WHEREAS**, OTHER PARTY is interested in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and,

**WHEREAS**, it is deemed in the best interest of both parties that the parties enter into a mutually satisfactory agreement to share in this educational process;

**NOW THEREFORE**, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, have agreed as follows:

**Article I. Overview and Purpose**

[*Provide the purpose of the MOU here. This section may coincide with the above blanks and if that is the case then we can delete this section.*]

* 1. **A&M-Commerce Responsibilities:**

[*What are Texas A&M responsibilities for this MOU?*]

**1.2 OTHER PARTY Responsibilities:**

[*What are OTHER PARTY responsibilities for this MOU?*]

**1.3 A&M-Commerce and OTHER PARTY Joint Responsibilities:**

[*Are there any joint responsibilities?*]

# Article II. Duration of the MOU:

**2.1.** **Term.** This MOU will become effective upon the date of its signing and shall have a term of five years unless terminated by either party. This MOU may be extended by mutual written consent of the parties.

**2.2. Termination of the MOU.** This MOU may be terminated by either party at any time prior to the expiration of the MOU provided written notice is given to the other party (30) days in advance.

**Article III. Modification**

This MOU may be modified by prior mutual written consent of the parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

# Article IV. Independent Contractor

For the purposes of this MOU and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing

**Article V. Notices**

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonably means and will be effective when actually received. A&M-Commerce and OTHER PARTY can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

 A&M-Commerce:

 Attention:

 Phone: ( )

 Fax: ( )

 E-mail:

 OTHER PARTY:

 Attention:

 Phone: ( )

 Fax: ( )

 E-mail:

**Article V. Other**

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

The validity of this MOU and all matters pertaining to this MOU,including but not limited to, matters of performance, non‑performance***,*** breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State ofTexas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against Texas A&M shall be in Brazos County, Texas.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the OTHER PARTY under the MOU. If the OTHER PARTY’s claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the OTHER PARTY shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the MOU for receipt of notices. Compliance by the OTHER PARTY with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

OTHER PARTYexpressly acknowledges that A&M-Commerceis an agency of the State of Texas and nothing in this MOU will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law.

By executing and/or accepting this MOU, OTHER PARTY and each person signing on behalf of OTHER PARTY certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System (“TAMUS”) or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M-Commerce or TAMUS, has direct or indirect financial interest in the award of this MOU, or in the services to which this MOU relates, or in any of the profits, real or potential, thereof.

The OTHER PARTY acknowledges that A&M-Commerce is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU, as well as any other disclosure of information required by applicable Texas law. Upon A&M-Commerce’s written request, the OTHER PARTY will promptly provide specified contracting information exchanged or created under this MOU for or on behalf of A&M-Commerce. The OTHER PARTY acknowledges that A&M-Commerce may be required to post a copy of the fully executed MOU on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the OTHER PARTY agrees that the agreement can be terminated if the OTHER PARTY knowingly or intentionally fails to comply with a requirement of that subchapter.

To the extent that Texas Government Code, Chapter 2270 applies to this MOU, OTHER PARTY certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this MOU. OTHER PARTY acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Subchapter F, Chapter 2252, *Texas* *Government Code*, OTHER PARTY certifies OTHER PARTY is not engaged in business with Iran, Sudan, or a foreign terrorist organization. OTHER PARTY acknowledges this MOU may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.0061, Government Code, the OTHER PARTY certifies that the individual or business entity named in this 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.

The OTHER PARTY is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

OTHER PARTY will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the MOU for the duration of the MOU and for seven years after the conclusion of the MOU.

The undersigned parties bind themselves to the faithful performance of this MOU:

 **Texas A&M University-Commerce**

Signature Signature

Name: Name:

Title: Title:

Date: Date: