



HARC

Contract No. _____

HOUSTON ADVANCED RESEARCH CENTER SPONSORED PROJECT CONTRACTUAL AGREEMENT

This agreement is entered into between the Houston Advanced Research Institute ("HARC"), a nonprofit research organization, with offices at 8801 Gosling Rd., The Woodlands, TX 77381, and _____ ("Vendor") with offices at _____ for the purpose of defining the services that the Vendor agrees to provide to the HARC in support of the project titled "_____" under funding provided by _____, award number _____, CFDA # _____.

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

See attached Scope of Work, Attachment A.

2. **TERM OF AGREEMENT:**

This agreement is to begin _____, and shall terminate _____, with the understanding that this project may be extended by mutual written agreement of the Parties.

3. **AGREEMENT AMOUNT:**

The total amount of reimbursement to be paid to the Vendor under this Agreement shall not exceed _____ Dollars (\$_____). Vendor will submit monthly invoices based on standard hourly rates for work performed during that month.

[Modify language as needed to address the specific situation.]

4. **PROPRIETARY DATA.**

Unless otherwise required by law, each party will exercise its best effort to maintain in confidence proprietary or trade secret information disclosed or submitted to it by the other party which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information supplied by the Sponsor under this Agreement; or

- a) Is generally available in the public domain or thereafter becomes available to the public through no fault of the disclosing party; or
- b) Can be shown to have been independently known prior to receipt thereof or was discovered independently by an employee of the receiving party who had no

- access to the information supplied by the disclosing party under this Agreement;
or
c) Was made available as a matter of lawful right by a third party.

HARC retains the right to refuse to accept any such information that is not considered to be essential to the completion of the research. The obligation of both parties under this paragraph shall survive and continue for one (1) year after termination of this agreement. By execution of this agreement, Vendor agrees in turn, to exercise its best effort to maintain in confidence proprietary or trade secret information so revealed by HARC.

Vendor shall perform the services specified in the time and manner described. In performing services under this Agreement, Vendor shall be deemed as an independent Vendor and shall not act as nor an agent or employee of HARC. As an independent Vendor, Vendor will be solely responsible for determining the means and methods for performing the services described. Vendor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of HARC relative to conduct on its premises.

Vendor 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 Vendor will not be eligible for benefits.

5. MISCELLANEOUS:

- a. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements. It may be amended upon written agreement of both parties. It is not assignable without the express written agreement of both parties.
- b. Under section 231.006 of the Family Code, Vendor 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.
- c. For agreements between HARC and an entity recognized as a legal corporation, Vendor 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 such taxes. Vendor agrees that any false statement with respect to franchise tax status shall be material breach hereof, and HARC shall be entitled to terminate this agreement upon written notice thereof to the Vendor.
- d. Payment for services rendered will be approved upon satisfactory performance of services, based upon monthly progress reports, as certified by the responsible HARC representative or Principal Investigator, as applicable.

- e. Either the Vendor or HARC may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination of service. In the event of early termination, HARC shall only be liable for payment of services performed prior to termination.
- f. Vendor agrees to indemnify and hold harmless HARC from any claim, damage, liability, injury, expense, or loss arising out of Vendor's performance under this Agreement.
- g. Vendor grants to HARC an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement solely for the purpose of and only to the extent required to meet HARC's obligations to the Federal Government under its Federal Award..
- h. By signing this agreement, Vendor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. (If Vendor is unable to certify to this statement, an explanation must be attached.)
- i. 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.
- j. Any written notice required by this agreement shall be sent to the address listed below:

HARC
Attn: Grants and Contracts Specialist
8801 Gosling Rd.
The Woodlands, TX 77381
gco@harcresearch.org

Invoices may be emailed to HARCacctspay@harcresearch.org.

Any written notice required by this agreement to the Vendor shall be sent to the Vendor at the address listed below:

Vendor: _____
Address: _____
City/State: _____
[email]

- k. The Parties will meet and confer in good faith to work together to resolve problems or disputes that may arise. In the event a dispute arises between the parties involving the provisions or interpretation of any term or condition of the Agreement, and if both parties desire to attempt to resolve the dispute prior to

termination or expiration of the Agreement, or withholding payments, then the parties may refer the issue to a mutually agreeable dispute resolution process.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

6. APPROVAL:

HOUSTON ADVANCED RESEARCH
CENTER

Signature _____
Name Carmen Osier
Title Director of Business Operations
Date _____

Signature _____
Name _____
Title _____
Date _____

Attachment A

**Scope of Work and/or Vendor Quote
And Fee Schedule**