

TEXAS A&M UNIVERSITY-KINGSVILLE

Title: Standard Contract

Procedure No.: PP-131

Date: 6/6/96

I. Purpose

This procedure provides a sample of a standard contract that can be used for a variety of agreements.

II. Scope

This procedure applies University wide.

III. General

The attached contract has been reviewed by legal and can be used for many contracting applications. The contract may be supplemented with other documents that define the Scope or Statement of Work, the consideration and payments, and the general and special terms and conditions.

TEXAS A&M UNIVERSITY-KINGSVILLE

SAMPLE CONTRACT

Contract Number: XXXXXXXXXX

This contract is entered into this 4TH day of March, 1997 by Texas A&M University-Kingsville, hereinafter called University or TAMUK and John Garcia, SSAN 555-555-5555 hereinafter called the Contractor.

WITNESSETH that the Contractor and Texas A&M University-Kingsville, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to TAMUK as set forth in the Contract Documents, to include a Three Hour Presentation and Lecture on "Getting Ahead in America". The Presentation will be presented to the Getting Ahead in America Class on March 5, 1997 at Texas A&M University-Kingsville in Room 555 Smith Hall. The Presentation and Lecture shall begin promptly at 1:00 pm. The Presentation will include a Pre Test and a Post Test. (Consultant contracts need to identify the name of the final report. Example: Consultant will submit report and recommendation for "Improving Student Retention" by June 33, 2000)

PERIOD OF CONTRACT: This contract shall commence on March 5, 1997 and shall terminate on March 5, 1997.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid One Thousand Dollars (\$1,000.00). This shall constitute the total amount to be paid which includes reimbursement for all travel and out of pocket expenses. Payment shall be made through the procedures of the University Accounting System to the Contractor after the performance of services.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract and the Purchase Order.

Dispute Resolution Process:

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Texas A&M University-Kingsville and the contractor to attempt to resolve any claim for breach of contract made by the contractor:

A contractor's claim 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, the contractor shall submit written notice, as required by subchapter B, to the Director of Procurement & General Services. 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 Texas A&M University-Kingsville and the contractor otherwise entitled to notice under the parties' contract. Compliance by the 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.

The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M University-Kingsville if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

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 Texas A&M University-Kingsville nor any other conduct of any representative of Texas A&M University-Kingsville relating to the contract shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General, pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 TAC, Ch. 68.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

The designated individual responsible on behalf of Texas A&M University-Kingsville for examining any claim or counterclaim and conducting any negotiations related thereto as required under §2260.052 of H.B. 826 of the 76th Texas Legislature shall be the Director of Procurement & General Service, MSC 104, Room 121 College Hall, Kingsville, TX 78363.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR:

TEXAS A&M UNIVERSITY-KINGSVILLE:

By: _____
signature

By: _____
signature

Name: _____
Printed/Typed Name

Name: Ralph W. Stephens
Printed or Typed Name

Date: _____

Date: _____

Title: _____

Title: Director, Procurement & Gen. Svcs.