**External Partnership Agreement-On Site**

This University Industry Partnership Agreement (this “Agreement”) is made and entered into this\_\_\_ day of\_\_\_\_ , 20\_\_\_\_ , by and between Texas State University ("UNIVERSITY) and [insert PARTNER name here], ("PARTNER”), whose principal place of business is \_\_\_\_\_\_\_\_, telephone:\_\_\_\_\_\_\_\_\_\_\_ , and fax number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The intent of this agreement is to combine the resources and talents of the University and the Partner to determine basic feasibility for further development and commercialization of the PARTNER’s Intellectual Property (IP). This effort, if successful, will serve as the basis for future PARTNERed Research activities and/or prototype development. The goal is to establish a long-term research, development and commercialization partnership. While the University is not jointly developing IP under this agreement with the PARTNER, Faculty, students and staff are being exposed to new materials and processes which address the Universities educational mission.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of, the property ("PROPERTY) described below, and PARTNER desires to use this PROPERTY, UNIVERSITY agrees to make this PROPERTY and no other available to PARTNER at the date(s) and time(s) and for the purposes referenced below and no other, and in consideration for being permitted to use

PROPERTY for the stated purposes, PARTNER agrees to pay the fees and abide by the terms and conditions set out in this agreement.

1. **PROPERTY:** (include building(s) and room number(s) or other applicable description):

Date(s) of use:

Time(s) of use:

Purposes of use:

1. **FEES**

**2.0**  **UPFRONT FEE**

1. PARTNER shall pay UNIVERSITY an upfront fee prior to beginning work using UNIVERSITY’s facilities. Such Fees shall be in the amount of 3 (three months) use of the facilities as described in section 1, above. The fee is due upon execution of this AGREEMENT.
2. Should PARTNER make all payments as required in section 2.1 within 30 days of the due date for a period not to exceed 6 (six) months, PARTNER’s upfront fee shall be applied to PARTNER’s account.
3. In the event this AGREEMENT ends or is terminated, prior to the 6 month period of payment referenced in section 2.0(B), above, the UNIVERSITY shall apply the fee to any amounts due to UNIVERSITY and refund the remaining fee to PARTNER.

2.1 PARTNER agrees to pay the sum of $ \_\_\_\_\_\_\_\_\_\_\_as a fee for the use of PROPERTY. This fee is due on or two business days before the day of the use, whichever is sooner. This payment includes use of lights, heat, air conditioning, and water, as may be needed for the purposes set out above and to the extent such exist at the PROPERTY.

**2.2** In addition to the fee described above, PARTNER will be responsible for paying any expenses incurred by PARTNER or UNIVERSITY in support of or as a result of the use. Such expenses may include cleaning costs, security costs, parking fees, and setup and takedown costs. A detailed cost estimate is attached (Exhibit A).

**2.3** Expenses will be charged as soon as possible after the conclusion of the use and payment shall be due on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In no event shall an invoice be required for payments to be made to UNIVERSITY under this section.

**2.4** PARTNER shall pay any Fees, cost, or other charges owed to UNIVERSITY within 30 days of the due date. Failure to pay shall be deemed a breach of contract and will result in termination of the Agreement.

1. **DAMAGES AND REPAIRS**

**3.1** The PARTNER agrees to be responsible for all damages to buildings, grounds, fields and equipment incident to the use of the PROPERTY. PARTNER shall make no temporary or permanent modifications to the PROPERTY without the prior written consent of the UNIVERSITY.

**3.2** In the event that PARTNER has damaged or lost UNIVERSITY PROPERTY as a direct or indirect result of actions by any individuals under this AGREEMENT,

UNIVERSITY shall asses the extent of damage, either utilizing internal or external services, and provide an estimate for cost of repair or replacement of the damaged PROPERTY. University reserves the right to replace PROPERTY, at PARTNER expense, where repair is not feasible or cost-effective. UNIVERTY shall make the decision to repair or replace at its sole discretion.

UNIVERSITY shall invoice PARTNER for the estimated costs of replacing or repairing damaged equipment or PROPERTY.

**3.3** PARTNER shall pay the damages charges within 30 days of receipt of an invoice. Failure to pay an invoice within the above-specified time shall result in the termination of this AGREEMENT and the immediate eviction of PARTNER and all PARTNER employees from UNIVERSITY controlled space. PARTNER will not be allowed to use UNIVERSITY PROPERTY or

enter into any new AGREEMENTs with UNIVERSITY for any purpose for 1 year after such eviction.

1. **COMPLIANCE**

The PARTNER agrees to use and occupy the FACILITY in accordance with all UNIVERSITY policies, regulations, rules, and practices and with all applicable municipal, state and federal laws, including but not limited to fire codes.

1. **ABANDONED PROPERTY**

Any property left on the PROPERTY shall, after a period of ten days from the last day of the scheduled use, be deemed abandoned and shall become property of the UNIVERSITY to be disposed of or utilized at UNIVERSITY'S sole discretion.

1. **PERSONAL**

This agreement is personal and the PARTNER shall not assign this agreement nor allow any other person, group or entity to use the PROPERTY during the scheduled time(s) without the prior written consent of UNIVERSITY.

1. **FORCE MAJEURE**

If the PROPERTY is rendered unsuitable for the conduct of the PARTNER'S activity by reason of force majeure, the UNIVERSITY and the PARTNER are released from their obligations under this contract. Force majeure shall mean fire, earthquake, hurricane, flood, act of God, strikes, work stoppages or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause like or unlike any cause mentioned which is beyond the control of the UNIVERSITY.

1. **TERMINATION**

The UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because PARTNER has violated the terms of this agreement, the PARTNER is obligated to make full payment of all fees under this agreement. Otherwise, termination by the UNIVERSITY shall result in a pro rata refund of the applicable fee, based on the portion of the use period that was actually used but less any expenses incurred by the UNIVERSITY.

1. **INDEMNIFICATION**

**9.0** The UNIVERSITY shall have no responsibility for the safety or security of any property belonging to PARTNER or to those persons participating in the use of the PROPERTY by PARTNER. PARTNER expressly releases and discharges the UNIVERSITY for any and all liabilities for any loss, injury, or damages to any such property.

**9.1** PARTNER will indemnify and hold Texas State and those acting on its behalf, including volunteers, agents, and employees, harmless from all claims for injury to or death of any person or damage to property arising from PARTNER’S obligations under this agreement, regardless of whether a claim is caused in whole or in part by Texas State's negligence. PARTNER intends to indemnify Texas State and those acting on its behalf from the consequences of their own negligence, whether that negligence is the sole or a contributing cause of the death, injury, or damage.

9.2 PARTNER is responsible for any damage to space and/or equipment used under this Agreement.

**10. DISPUTES**

 Any disputes shall be resolved using Texas Government Code Chapter 2260.

1. **NOTICES**

All notices shall be submitted as follows:

**PARTNER** **UNIVERSITY**

Name: Reddy Venumbaka,

Title: Director, Office of Technology Commercialization

Address: 601 University Dr., JCK 489

 San Marcos, TX 78666

Phone: 512-245-2314

Fax: 512-245-3847

E-mail: reddy@txstate.edu

1. **WHOLE AGREEMENT**

This writing contains the whole and complete agreement between the UNIVERSITY and PARTNER.

1. **SEVERABILITY**

The terms of this Agreement are severable such that if one or more provisions are declared illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

1. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Texas.

1. **EXPORT CONTROL**

The Parties agree to comply with U.S. export control regulations. If a Party desires to disclose to another Party hereto, whether directly or indirectly, any information, technology or data that is identified on any U.S. export control list, including the Commerce Control List of 15 C.F.R. Part 774 and the U.S. Munitions List of 22 C.F.R. 121, the Disclosing Party will advise the Receiving Party at the time of disclosure and the Receiving Party will advise the Disclosing Party if it desires to take receipt of the export-controlled materials. No information subject to export controls may be provided to another party hereto without the written consent of the Receiving Party’s Notice Contact.

This agreement is executed by the parties on the first date appearing above.

**PARTNER UNIVERSITY**

X X

Name: Name: Dr. Walter E. Horton Jr

Title: Title: Chief Research Officer

 **Read and approved:**

X

 Name:

 Director, Research Service Center

X

 Name:

 Chair, Department of

X

 Name:

 Dean, College of