**External Partnership Agreement**

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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.

1. **STATEMENT OF WORK**

UNIVERSITY agrees to use all reasonable efforts to perform the services listed in **Attachment A.**

1. **PERIOD OF PERFORMANCE**

This agreement is effective upon full execution and shall continue until [Insert Date]      .

1. **PAYMENT:**

3.0 UPFRONT FEE

A. 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.

B. Should PARTNER make all payments as required in section 3.1 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.

C. In the event this AGREEMENT ends or is terminated, prior to the 6 month period of payment referenced in section 3.0(B), above, the UNIVERSITY shall apply the fee to any amounts due to UNIVERSITY and refund the remaining fee to PARTNER.

3.1 PARTNER agrees to pay the sum of $ \_\_\_\_\_\_\_\_\_\_\_ on a fixed price basis, upon receipt of an invoice from University.

3.2 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).

3.3 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.

3.4 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. **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**

Either party may terminate this contract at any time, with or without cause, upon thirty (30) days written notice. In the event of termination, UNIVERSITY shall be paid only for work satisfactorily completed and accepted by PARTNER and for all no cancellable obligations incurred prior to the date of termination.

1. **INTELLECTUAL PROPERTY**
	1. UNIVERSITY will follow instructions as provided by PARTNER and will on its own accord not perform experiments that could potentially lead to new or improved Intellectual Property.
	2. PARTNER will not have access to information related to other on-going UNIVERSITY projects.
2. **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: 512-245-2672

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:

 Title: Director, [Insert Name] Research Service Center

X

 Name:

 Title: Chair, Department of [Insert Dept. Name]

X

 Name:

 Title: Dean, College of [Insert College Name]