**Texas State University**

**University Industry 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 SPONSOR name here], ("SPONSOR”), 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 SPONSOR’s Intellectual Property (IP). This effort, if successful, will serve as the basis for future Sponsored 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 SPONSOR, 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.
2. **PERIOD OF PERFORMANCE:**

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

1. **PAYMENT:**

SPONSOR agrees to pay the sum of $ \_\_\_\_\_\_\_\_\_\_\_ as described in Attachment B, Budget, on a fixed price basis, upon receipt of an invoice from University.

1. **FORCE MAJEURE**

If the PROPERTY is rendered unsuitable for the conduct of the SPONSOR'S activity by reason of force majeure, the UNIVERSITY and the SPONSOR 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 Sponsor and for all no cancellable obligations incurred prior to the date of termination.

1. **INTELLECTUAL PROPERTY:**
	1. University will follow instructions as provided by Sponsor and will on its own accord not perform experiments that could potentially lead to new or improved IP.
	2. Sponsor will provide instructions to the university. Sponsor will not have access will not have access to information related to other on-going University projects.
	3. Ownership of intellectual property resulting from this contract will vest with University and be maintained in accordance with University policies.
2. **DISPUTES:**

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

1. **NOTICES**

All notices shall be submitted as follows:

**SPONSOR** **UNIVERSITY**

Name: Reddy Venumbaka,

Title: Managing Director, OCIR

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 SPONSOR.

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.

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

**SPONSOR UNIVERSITY**

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Name: Name: Dr. Billy C. Covington

Title: Title: Chef Research Officer

**Read and approved:**

X

 Name:

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

X

 Name:

 Title: Dean, College of [Insert College Name]