**Fee for Service Agreement (FSA)-On Site**

This Fee for Service Agreement (this “Agreement”) is made and entered by and between Texas State University ("UNIVERSITY) and [insert SPONSOR name here], ("SPONSOR”), whose principal place of business is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

The relation of UNIVERSITY to SPONSOR shall be that of an independent contractor. UNIVERSITY shall have no authority to bind SPONSOR for any obligation or expense not specifically stated in this contract. UNIVERSITY shall have no authority to represent itself as an agent of SPONSOR.

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]      .
3. **PAYMENT.** SPONSOR agrees to pay the sum of $ \_\_\_\_\_\_\_\_\_\_\_. Expenses will be charged at the end of each month and payment shall be due within 30 days upon receipt of an invoice from UNIVERSITY.

**3.1 Nonpayment Constitutes Material Breach**

Sponsor’s failure to fully comply with the payment terms set forth herein constitutes a material breach by Sponsor and UNIVERSITY may terminate this agreement by giving Sponsor at least ten (10) days’ prior notice, except that any such notice will not result in termination if the breaching party cures the breach before the ten-day period elapses.

In the event of breach by Sponsor, university shall retain sole and exclusive ownership of all work performed by university pursuant to this agreement.

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.
2. **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 Intellectual Property.
	2. SPONSOR will not have access to information related to other on-going UNIVERSITY projects.
3. **WHOLE AGREEMENT.** This writing contains the whole and complete agreement between the UNIVERSITY and SPONSOR.
4. **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.
5. **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.
6. **DAMAGES AND REPAIRS.**

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

**9.2** In the event that SPONSOR 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 SPONSOR 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 SPONSOR for the estimated costs of replacing or repairing damaged equipment or PROPERTY.

**9.3** SPONSOR 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 SPONSOR and all SPONSOR employees from UNIVERSITY controlled space. SPONSOR 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 SPONSOR 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.
2. **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.
3. **PERSONAL.** This agreement is personal and the SPONSOR 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.
4. **NOTICES.**

All notices shall be submitted as follows:

**SPONSOR** **UNIVERSITY**

Name: Reddy Venumbaka,

Title: Director, Technology Transfer and Contracts

Address: 601 University Dr., JCK 489, San Marcos, TX 78666

Phone: 512-245-2672

E-mail: reddy@txstate.edu

1. **DISPUTES.** Any disputes shall be resolved using Texas Government Code Chapter 2260.
2. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas.
3. **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.
4. **INDEMNIFICATION.**

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

**17.1** SPONSOR 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 SPONSOR’S obligations under this agreement, regardless of whether a claim is caused in whole or in part by Texas State's negligence. SPONSOR 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.

**17.2** SPONSOR is responsible for any damage to space and/or equipment used under this Agreement.

This agreement is executed by the parties on the date of final signature below.

**SPONSOR UNIVERSITY**

X X

Name: Name: Dr. Walter E. Horton Jr.

Title: Title: Chief Research Officer

Date: Date:

**Attachment A**

SPONSOR agrees to pay for use of the following Services:

**Read and approved:**

X

 Name:

 Title: Principle Investigator

X

 Name:

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

X

 Name:

 Title: Dean, College of [Insert College Name]