**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 \_\_\_\_\_\_\_\_, 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 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.

Whereas UNIVERSITY owns and operates, or lawfully controls the use of, the property ("PROPERTY) described below, and SPONSOR desires to use this PROPERTY, UNIVERSITY agrees to make this PROPERTY and no other available to SPONSOR 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, SPONSOR 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**  SPONSOR 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.

**2.1** In addition to the fee described above, SPONSOR will be responsible for paying any expenses incurred by SPONSOR 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).

**2.2** Expenses will be charged as soon as possible after the conclusion of the use and payment shall be due on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **DAMAGES AND REPAIRS**

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.

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.

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 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.

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**

The UNIVERSITY may terminate this agreement at any time in its discretion. If the UNIVERSITY terminates because SPONSOR has violated the terms of this agreement, the SPONSOR 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 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.

**9.1** 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.

**9.2** 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.

**10. 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:

 Chair, Department of

X

 Name:

 Dean, College of