**Fee for Service Agreement (FSA)**

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.**

1. **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 $ \_\_\_\_\_\_\_\_\_\_\_. 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.

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 Intellectual Property.
	2. SPONSOR will not have access to information related to other on-going UNIVERSITY projects.
2. **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. **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. **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.

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.

**13.** **LIABILITY**

**13.1.** This indemnity provision applies to UNIVERSITY only to the extent permitted by Texas law. UNIVERSITY does not waive any of its defenses, including the defense of governmental immunity

**13.2.** Each party disclaims all warranties running to the other or through the other to third parties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, and freedom from infringement, as to any information, result, design, prototype, product or process deriving directly or indirectly and in whole or part from such party in connection with this AGREEMENT.

**13.3.** SPONSOR shall indemnify and hold harmless UNIVERSITY with regard to any claims arising in connection with commercialization of the results of this Agreement by or under the authority of SPONSOR.

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

**SPONSOR UNIVERSITY**

X X

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

Title: Title: Chief Research Officer

**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]