

UNT-PROVIDED/INCOMING SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into by and between the University of North Texas, a public higher educational institution of the State of Texas, located at 1155 Union Circle #305250, Denton, Texas 76203-5017 ("University") and the Company whose name and address appear in Exhibit A, attached hereto and incorporated by reference herein ("Company").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Scope of Work.** University will perform the services set forth in Exhibit A, Services, attached hereto and incorporated by reference herein ("Services"). Company understands and agrees that, consistent with the University's educational and research mission, the University will have the discretion to involve university students in the performance of the services.
2. **Deliverables.** University will provide to the Company the deliverables set forth in Exhibit A, incorporated by reference herein.
3. **Cost.** As consideration for University's performance of the Services, the Company will pay University the costs set forth in Exhibit A, incorporated by reference herein.
4. **Payment.**
 - 4.1 **Schedule.** The Company shall pay University the compensation on the dates or milestones set forth in Exhibit A, incorporated by reference herein.
 - 4.2 **Remittance.** Checks are to be made payable to the University of North Texas and sent to the address set forth in Exhibit A.
5. **Term of Agreement.** This Agreement will begin and end on the dates set forth in Exhibit A.
6. **University Contact.** All inquiries and notices with respect to this Agreement shall be sent to the University contact whose name and related information are set forth in Exhibit A.
7. **Responsibilities.** The Company shall provide to University those items listed in Exhibit A, if any, in a timely and secure manner so as to allow University to perform its work. The parties agree to comply with any and all applicable laws, rules, regulations and policies.
8. **Termination.** Either party may terminate the Agreement upon thirty (30) days' written notice. If the Company terminates this Agreement, the Company will pay University for all costs and any non-cancelable obligations incurred up to the effective date of termination.
9. **Insurance and Liability.** Except as provided in Section 10 below, each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self-insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
10. **Intellectual Property Infringement Indemnification.** **The Company shall indemnify, defend, and hold harmless University, its officers, agents, and employees against all losses, damages, liabilities, costs and expenses (including but not limited to attorneys' fees) resulting from any judgment or proceeding in which it is determined, or any settlement agreement arising out of the allegation, that the Company's furnishing or supplying University with parts, goods, components, programs, practices, or methods under this Agreement or University's use of such parts, goods, components, programs, practices, or methods supplied by the Company under this Agreement constitutes an infringement on any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party. University shall inform the Company as soon as practicable of the suit or action alleging such infringement. The Company shall not settle such suit or action without the consent of University. University retains the right to participate in the defense against such suit or action.**
11. **Limitation of Liability.** EXCEPT WITH REGARD TO Company's INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR COSTS, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR REVENUES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT. The Parties further understand and agree that the University is an agency of the State of Texas and, as such, is protected by sovereign immunity under the laws of the State of Texas and its Constitution. UNIVERSITY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Company's Ownership of Deliverables.** The Company will own the deliverables upon payment in full of the cost of the Services. University's rights and interest in any intellectual property, including rights to patents and copyright that may result from Services shall be limited to any laboratory methodologies or techniques developed or used in the performance of the Services and any data from experiments or tests using non-proprietary materials (controls or generic materials or samples).
13. **Use of University's Name.** Company will not include the name of University or any of its employees in any advertising, sales promotion or other publicity matter without the University's prior written approval. University does not endorse any product or service. Reports provided by University under this Services Agreement may be published by Company. However, the published data or report shall include the following statement:
"This information was provided under a University of North Texas Incoming Services Agreement and is not intended to endorse or recommend any product or service." University will not include the name of Company or any of its employees in any advertising, sales promotion or other publicity matter without prior written approval of same.
14. **Evaluation of Samples and/or Materials.** University agrees not to evaluate, reverse engineer, analyze, or otherwise attempt to identify Company's proprietary samples and/or materials, and not to use such samples and/or materials other than in the performance of the Services, without the express written consent of Company. All unused portions of Company's samples and/or materials shall be returned to Company at the completion of the Services.
15. **Excusable Delay.** In the event of a delay caused by inclement weather, fire, flood, strike, or other labor dispute, acts of God, acts of Government officials or agencies, or any other cause beyond the control of University, University's performance is excused hereunder for the periods of time attributable to such

- a delay, which may extend beyond the time lost due to one or more of the causes mentioned above. The Company's duty to pay for past or continuing costs is not suspended hereunder.
16. **Non-Interference.** University agrees to make available necessary laboratory facilities, equipment, and support personnel for these services. The scheduling of such services shall be arranged to avoid conflict with the University's educational and research programs. The University shall control the scheduling of such tests, but will try to meet the convenience of the Company.
 17. **Non-Exclusive Nature of Services.** The Services herein are being offered to Company on a non-exclusive basis. Nothing herein shall be construed as granting Company any exclusive right(s) to the Service(s) referenced herein, and University retains the right to offer and perform similar or identical Services for others.
 18. **Notice.** Any notice or communication required by this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight courier service with written verification of receipt, or U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid, confirmed facsimile transmission, or confirmed email. Notices to UNT shall be directed to the University Contact as specified in Exhibit A. Notices to Company shall be directed to the Company Contact as specified in Exhibit A.
 19. **Status of Parties.** This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power, or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.
 20. **Third-Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement
 21. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such provision shall be treated as severable, leaving the remaining provisions unimpaired, provided that such does not materially prejudice either party in their respective rights and obligations contained in the valid terms, covenants, or conditions.
 22. **Non-Waiver.** The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any default under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
 23. **Modification of Agreement.** This Agreement shall be changed only by written agreement of the parties.
 24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions.
 25. **Signatures, Counterparts and Copies.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one contract with the same force and effect as if all signatures had been entered on one document. Signatures may be made electronically, and such electronic signatures shall be valid and binding upon the parties making them, and shall serve in all respects as original signatures. Signatures may be delivered among and between the parties by facsimile or electronic means. Thereafter, the parties further agree that electronic copies of this Agreement may be used for any and all purposes for which the original may have been used.
 26. **Headings and Captions.** Headings and captions in this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.
 27. **Authority.** Both parties represent that each has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.
 28. **Survival.** Provisions of this Agreement, which by their express terms, or by necessary implication, apply for a period of time other than specified herein, shall be given effect, notwithstanding termination or expiration.
 29. **Company's Representations and Warranties.** Company hereby represents and warrants that, except as expressly provided for herein, no obligations are imposed upon University as a result of any other agreement(s) involving Company to which University is not a party.
 30. **Export Control.** No ITAR or export controlled materials shall be delivered to University pursuant to this agreement.
 31. **State Law Verifications.** If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2274.002, Vendor hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If the Agreement is subject to Texas Gov't Code Section 2276.002, Vendor hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement.
 32. **Cybersecurity Training.** Pursuant to Texas Government Code Section 2054.5192, any Vendor who has access to a University's computer system or database must complete a cybersecurity training program as selected by University during the term of this Agreement and during any renewal period.
 33. **Cloud Computing State Risk and Authorization Management Program.** If Service Provider provides cloud computing services to University, as that term is defined in Texas Gov't Code Section 2157.007, Service Provider represents and warrants that it complies with the requirements of the state risk and authorization management program, and Service Provider agrees that throughout the term of the Agreement it shall maintain its certifications and comply with the program requirements in accordance with Texas Gov't Code Section 2054.0593(d)-(f).

34. **Data Management and Security Controls.** Service Provider agrees to safeguard University data according to all commercially reasonable administrative, physical, and technical standards, continually monitor its operations, and take any action necessary to assure University data is safeguarded in accordance with the terms of this Agreement. Service Provider further agrees to comply with the controls established in the UNT System Information Security Handbook, as applicable, to ensure the confidentiality, integrity, and availability of the information or information processing provided, including providing evidence that information/data stored is recoverable and contingency plans are in place. In the event of a data breach due to Service Provider's breach of security obligations or other event requiring notification under applicable law, Service Provider agrees to comply with all notification requirement, and to indemnify and hold harmless and defend University against any claims or damages arising out of any breach of Service Provider's security obligations under this Agreement.
35. **Accessibility.** In accordance with Texas Gov't Code Chapter 2054, Subchapter M, and DIR implementing rules, University must procure Electronic and Information Resources that comply with Accessibility Standards. Service Provider agrees to (1) deliver any tools, services, processes, or products in compliance with the Accessibility Standards found under Texas Administrative Codes 1 TAC 206 and 1 TAC 213; (2) upon request, provide the University with its accessibility testing results and written documentation verifying accessibility compliance with applicable federal and state laws regarding electronic and information resources accessibility requirements; and (3) promptly respond to and resolve accessibility complaints.
36. **Public Information.** University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to University in an electronic format.
37. **State Auditor Right to Audit.** Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
38. **Entire Agreement.** This Agreement, including Exhibit A which terms and conditions are made a part hereof, sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter. Any terms and conditions contained in the Company's purchase order or separate scope of work or similar document shall have no force and effect. Any changes or additions to Sections 1-31, inclusive of this Agreement are invalid, unless approved in written agreement by the parties in accordance with Section 23 herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

THE UNIVERSITY OF NORTH TEXAS

By: _____
Name:
Title:
Date:

Principal Investigator/Project Director: Although not a party to this Agreement, he/she is an employee of the University of North Texas, and, by signing, hereby agrees that he/she has read this Agreement and understands his/her obligations herein.

By: _____
Name:
Title:
Date:

Company Name:

By: _____
Name:
Title:
Date:

**EXHIBIT A
SERVICES**

COMPANY:

Enter full legal name of the Company:

State of incorporation:

Principal place of business located at:

Attention:

Telephone:

Fax:

Email:

1. **SCOPE OF WORK:** The Services will be performed as set forth below or in accordance with the attachment hereto and incorporated by reference herein. The Company may issue a purchase order for each Service, however, any terms and conditions set forth on the purchase order are of no force and effect and only the terms and conditions set forth in this Agreement shall apply to the Services hereunder.

(Insert SOW)

2. **DELIVERABLES:**

(Insert deliverables)

3. **COST:** Total \$ _____

4. **PAYMENT**

4.1. **SCHEDULE**

_____ % (or U.S. dollar amount) of cost due upon signing this Agreement.

_____ % (or U.S. dollar amount) of cost due upon completion of the Services.

- 4.1.1. Invoices will be submitted in accordance with the payment schedule. Company agrees to reimburse University for the costs billed within thirty (30) days of receipt of invoice.

- 4.2. **REMITTANCE:** Checks are to be made payable to the **University of North Texas** and sent to:

Office of Grants and Contracts Administration
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017

5. **TERM OF AGREEMENT:** This Agreement will begin on _____ and end on _____.

6. **UNIVERSITY CONTACT:**

Office of Grants and Contracts Administration
Attn:
University of North Texas
1155 Union Circle #305250
Denton, Texas 76203-5017
Telephone:
Fax:
Email:

7. **COMPANY CONTACT:**

(Insert company notice contact)