**AGREEMENT BETWEEN UNIVERSITY AND [COMPANY]**

**THE UNIVERSITY OF TEXAS AT DALLAS**

**EXECUTIVE EDUCATION, JINDAL SCHOOL OF MANAGEMENT**

This Agreement between University and [COMPANY] (“Agreement”) is entered into between The University of Texas at Dallas (“UT Dallas”), a state agency and institution of higher education under the laws of the State of Texas, and [COMPANY] (“Client”).

**WHEREAS**, UT Dallas desires to contract with Client to furnish the following: [DESCRIBE GENERALLY SERVICES/CLASSES].

**WHEREAS**, Client desires to contract with UT Dallas to receive such services described herein.

**WHEREAS,** UT Dallas is able to provide such services and is prepared to work with Client.

**NOW THEREFORE**, UT Dallas and Client hereby agree as follows:

1. **Scope of Work**: UT Dallas agrees to provide the following:

[DESCRIBE WITH SPECIFITY CLASSES, INCLUDING DATES AND LOCATION]

1. **Term**: This Agreement is effective as of the date last executed below and will continue until its termination on [DATE].
2. **Financial Consideration**: [DESCRIBE FINANCIAL ASPECTS OF ARRANGEMENT, INCLUDING DESIGN AND DEVELOPMENT FEES, FACILITATION AND DELIVERY FEES, AND ANY OTHER ASSOCIATED COSTS OR PROFESSIONAL SERVICE FEES].
3. **Invoicing and Payment**: The total cost to Client for the work described herein is: [TOTAL COST]. UT Dallas will invoice Client [INVOICE DATE], which must be paid by Client by [DUE DATE].
4. **Venue; Governing Law**: Collin County, Texas shall be the proper place of venue for suit on or in respect of the Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
5. **Notices**: Except as otherwise provided and acknowledged in writing, all notices, correspondence, and all other communication under this Agreement shall be addressed as follows:

To UT Dallas: [Name] copy: Office of Contract Administration

 The University of Texas at Dallas The University of Texas at Dallas

 800 W. Campbell Road, [Mailstop] 800 W. Campbell Road, AD31

 Richardson, TX 75080 Richardson, TX 75080

 [Email] OCA@utdallas.edu

To Client: [Name]

 [Address]

 [Email]

1. **Indemnification**: Client agrees to indemnify and hold harmless UT Dallas, the UT System, the Board of Regents of the UT System, and any and all of its faculty, employees, students, visitors, and guests (collectively “UT Parties”), from and against any and all claims which are a result of the negligence or willful misconduct by the Client, its contractors, or anyone directly or indirectly employed by the Client, whether or not in performance under this Agreement. Client further agrees to indemnify and hold harmless UT Parties from any and all claims arising out of or related to any loss, damage or injury, including death, that may be sustained by Client, its contractors, or anyone directly or indirectly employed by the Client while in, on or upon any premises owned by or under the control of The University of Texas System, or while traveling to or from such premises, whether or not in performance under this Agreement. This indemnification and hold harmless clause includes attorney's fees, cost of litigation, damage to or loss of property, and other such items that could arise from or be associated with performance of this Agreement.
2. **Representations and Warranties by Client**: Client warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Client has been duly authorized to act for and bind Client.
3. **Intellectual Property**: All program content and curricula, in whatever medium, created and used for the services provided under this Agreement (“Course Materials”) remains the exclusive property of the course instructor and/or The Board of Regents of the University of Texas System, as set forth by applicable Regents Rules or policies. Client may not reproduce or redistribute Course Materials except for the purposes set forth in this Agreement. [Alternative: Client may not reproduce or redistribute Course Materials without obtaining prior written approval from the owner.]
4. **Entire Agreement; Modifications**: This Agreement supersedes all prior agreements, written or oral, between Client and UT Dallas and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing signed by UT Dallas and Client.
5. **Limitations**: Client is aware of the possibility that there are or could be constitutional and statutory limitations on the ability of UT Dallas, a state agency, to enter into certain terms and conditions of this Agreement, including, but not limited to, those relating to warranties, limitations of damages, limitations of periods to bring legal action, waivers of remedies, dispute resolution, indemnities, and confidentiality. In any event, all of the provisions of this Agreement shall be enforceable to the full extent authorized by law. Neither the execution of this Agreement by UT Dallas nor any other conduct, action or inaction of any representative of UT Dallas constitutes or is intended to constitute a waiver of UT Dallas’s or the state's sovereign immunity to suit.
6. **Damage or Injury**: Client is solely responsible for any damage or injury to UT Dallas’s facilities, property (tangible or intangible), or personnel that results from the negligence or willful misconduct acts or omissions of Client or Client’s personnel, agents, or subcontractors.
7. **DISCLAIMER**: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UT DALLAS PROVIDES ALL GOODS, EQUIPMENT, MATERIALS, SERVICES, PERSONNEL, FACILITIES, AND OTHER ITEMS TO CLIENT UNDER THIS AGREEMENT “AS IS”, WITHOUT WARRANTIES, GUARANTEES, CERTIFICATIONS, OR REPRESENTATIONS OF ANY KIND. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

(1) UT DALLAS EXPRESSLY AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE,

(2) UT DALLAS’S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT TO THE UNIVERSITY DURING THE TERM OF THIS AGREEMENT, AND

(3) UT DALLAS SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CLIENT OR TO ANY PERSON OR ENTITY CLAIMING THROUGH CLIENT FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST OR ANTICIPATED PROFITS, REVENUES, OR SAVINGS, EVEN IF THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[signature page to follow]

Client: UT Dallas:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: Dr. Calvin Jamison

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Vice President for Administration

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_