

UNIVERSITY OF NORTH TEXAS
Service Agreement No. XXXXX

This Agreement is made this _____ day of _____, 200_ ("Effective Date"), between the University of North Texas, located at 1501 Chestnut Street, Denton, Texas 76203 ("UNT"), and _____, located at _____ ("Sponsor"), to provide service ("Service").

UNT and Sponsor agree as follows:

1. Service

UNT agrees to use its best efforts to conduct the Service as an independent contractor, in accordance with UNT policies, applicable laws and regulations. The scope of work, "[INSERT TITLE OF PROJECT]" is described in Attachment A, attached hereto and incorporated herein. The Service will be supervised by _____, ("Principal Investigator"), an employee of UNT, with assistance from students, associates and colleagues as required. Sponsor agrees to engage UNT to conduct the Service and further agrees, as applicable, to provide at no cost to UNT the materials for the conduct of the Service.

2. Award

In consideration for performance of the Service by UNT, Sponsor shall pay UNT \$_____.00 for Service expenses and other related costs. This amount is payable in two (2) installments in the amount of \$_____.00 each. The first payment is payable within 30 days of the Effective Date and the final payment will be due upon completion of the Service. Payment should be made payable to the University of North Texas and delivered to:

University of North Texas
Office of Research Services
1501 Chestnut Street
Hurley Administration Building, Suite 160
1155 Union Circle 305250
Denton, Texas 76203-5017
Attn: Britt Krhovjak

3. Terms and Termination

This Agreement shall continue in force until the earlier of (a) completion of the Service as mutually agreed upon by the parties; or (b) 12 months from the date set forth above; provided, however, that either party may terminate this Agreement by giving 30 days advance written notice to the other. Upon early termination of this Agreement, Sponsor shall be liable for all reasonable costs incurred or obligated by UNT at the time of such termination, subject to the maximum amount specified in Article 2. Sponsor shall pay UNT for such costs within 30 days of receipt of an invoice for same. Upon termination of this Agreement and upon Sponsor's request, UNT shall return Sponsor's materials and equipment to Sponsor.

4. Indemnification

Sponsor shall indemnify and hold harmless UNT from any liability or loss resulting from judgments or claims against them arising out of the activities carried out pursuant to the obligation of this Agreement, including but not limited to the use by Sponsor of the results of the Services. Sponsor's obligation to indemnify and hold harmless excludes the negligent failure of UNT to comply with any applicable governmental requirements or to adhere to the terms of the Agreement, and the negligence or willful malfeasance by UNT.

5. Publication

Neither party to this Agreement shall use the name of the other in news releases, publicity, advertisements, or product promotion without prior written consent of the other, except that UNT may include Sponsor's name, Service title, and contract amount in reports.

6. Confidentiality

The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Except as otherwise required by law or regulation, neither party shall release or distribute any materials or information without the prior written approval by an authorized representative. Each party will use reasonable efforts to prevent the disclosure of the other party's Confidential Information to third parties for a period of three (3) years after the termination of this Agreement, provided that the recipient party's obligation shall not apply to information that:

- a. is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
- b. is already in the recipient party's possession at the time of disclosure;
- c. is or later becomes part of the public domain through no fault of the recipient party;
- d. is received from a third party having no obligations of confidentiality to the disclosing party;
- e. is independently developed by the recipient party; or
- f. is required by law or regulation to be disclosed.

In the event that information is required to be disclosed pursuant to subsection f, the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.

7. General

- a. This Agreement, including Attachment A, constitutes the entire and only Agreement between the parties relating to the Service, and all prior negotiations, representations, purchase orders, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof, including the exhibits attached hereto, may be made except by a written document signed by the duly authorized representatives of the parties;
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
- c. This Agreement anticipates educational training and may involve postgraduates and UNT students.
- d. Any notice required by this Agreement must be given by overnight courier or by prepaid, first class, certified mail, return receipt requested addressed to:

<p>UNT Attention: Jose' Grimaldo Asst. Director of Sponsored Projects University of North Texas 1501 Chestnut Street Hurley Administration Building, Suite 160 1155 Union Circle #X 305250 Denton, Texas 76203-5250 Phone: 940-369-8757 Fax: 940-565-4277 Email: Jose.Grimaldo@unt.edu</p>	<p>or in the case of the SPONSOR: Attention: _____ _____ _____ _____ _____ Phone: _____ Fax: _____ Email: _____</p>
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or other addresses as may be given from time to time under the terms of this notice provision.

IN WITNESS WHEREOF, UNT and Sponsor hereby enter into this Agreement as of the Effective Date, and execute two (2) original counterparts.

Sponsor University of North Texas

By: _____ By: _____
 Andrew M. Harris
 Title: _____ Vice President for Finance and Administration

Date signed: _____ Date signed: _____