**Interagency Cooperation Contract**

***Complete all Appropriate Fields to Avoid Processing Delays***

This Interagency Cooperation Contract (“**Contract**”) is entered into effective \_\_\_\_\_\_\_\_\_\_ (“**Effective Date**”), by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code.

1. **Contracting Agencies**

**[**Enter where appropriate and then delete this highlighted line: “The University of Texas at San Antonio**]**

Receiving Agency: , an agency of the State of Texas

Performing Agency: , an agency of the State of Texas

1. **Purpose [OPTIONAL]**

The purpose of this Contract is for Receiving Agency to obtain the services of Performing Agency to

 .

1. **Statement of Services to be Performed**

Performing Agency will perform the following services (“**services**”)

1. ;
2. ; and
3. .

**[If needed, attach a separate page and refer to as “Exhibit A”.]**

1. **Warranties**

**[Note: See restrictions on Interagency Contracts for “Information Resource Technologies” in** [**Section 2054.119, *Texas Government Code***](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2054.htm#2054.119)**, and related regulations in** [**1 *Texas Administrative Code* Section 204.31**](http://texreg.sos.state.tx.us/public/readtac%24ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=204&rl=31)**.]**

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter \_\_\_\_\_\_\_\_, *Texas* \_\_\_\_\_\_\_\_\_\_\_ *Code*, and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section \_\_\_\_\_\_\_\_\_\_\_, *Texas* \_\_\_\_\_\_\_\_\_\_\_\_\_ *Code* and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

1. **Basis for Calculating Reimbursable Costs**

**[Insert a breakdown of budget or attach a separate page and refer to as “Exhibit B”.]**

1. **Contract Amount**

The total amount of this Contract will not exceed: $

**[This is the maximum amount collectable under the Contract as written.]**

1. **Payment for Services**

Performing Agency will invoice Receiving Agency for services

**[Note: For example, weekly, monthly, or upon complete performance of the services].**

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency will reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

1. **Term of Contract**

This Contract will begin on the Effective Date and will expire on \_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Termination [OPTIONAL]**

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon \_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_) days’ advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the \_\_\_\_\_\_\_\_\_\_-day period.

**ALTERNATE OPTION: (Consider whether UTSA should have a right to terminate this Contract without cause. If so, include the following provision as a second paragraph.)**

\_\_\_\_\_\_\_\_\_ Agency **[Insert the defined term used to identify the UT institution.]** may terminate this Contract without cause upon \_\_\_ (\_\_) days’ advance written notice of termination to the \_\_\_\_\_\_\_\_ Agency **[Insert the defined term used to identify the other agency]**.

1. **Notices [OPTIONAL]**

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract will be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

 Mailing Address

If to Receiving Agency:

 Attention:

If to Performing Agency:

 Attention:

or such other person or address as may be given in writing by either agency to the other in accordance with this Section.

1. **Other Provisions, If Any**

**[OPTIONAL] Entire Contract, Modifications.** This Contract supersedes all prior agreements, written or oral, between Receiving Agency and Performing Agency and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Contract. This Contract and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Receiving Agency and Performing Agency.

**[OPTIONAL] Assignment.** This Contract is not transferable or assignable except upon written approval by Receiving Agency and Performing Agency.

**[OPTIONAL] Severability.** If any one or more of the provisions contained in this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Contract will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

**[OPTIONAL] Public Records.** It will be the independent responsibility of Receiving Agency and Performing Agency to comply with the provisions of Chapter 552, *Texas Government Code* (the “*Public Information Act*”), as those provisions apply to the parties’ respective information. Receiving Agency is not authorized to receive public information requests or take any action under the *Public Information Act* on behalf of Performing Agency. Likewise, Performing Agency is not authorized to receive public information requests or take any other action under the *Public Information Act* on behalf of Receiving Agency.

**[Required if the term of this Contract extends beyond the current biennium; otherwise, optional]** **Loss of Funding**. Performance by a Contracting Agency of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by that Contracting Agency’s governing board. If the Legislature fails to appropriate or allot the necessary funds to a Contracting Agency, or a Contracting Agency’s governing board fails to allocate the necessary funds, then the Contracting Agency that loses funding may terminate this Contract without further duty or obligation under this Contract.]

**Certification.** The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

**Receiving Agency Performing Agency**

Name of Agency Name of Agency

Authorized Signature Authorized Signature

Printed Name Printed Name

Title Title

Date Date

**Invoices** **should be sent to the attention of:**

 Agency

 Department

 Contact Person

 Address

 Phone

**[Note: Delete all bracketed ([ ]) and highlighted text before sending this Contract forward.]**