

Appendix A: Sample Unilateral Agreement

The University of Texas at San Antonio

Service Center Agreement/Specialized Service Center

THIS AGREEMENT is entered into on this ____ day of _____ 20__ by and between _____ (Client) having its principal place of business at _____, and The University of Texas at San Antonio (UTSA), a state institution of higher education.

WHEREAS, CLIENT desires services which UTSA has the capability, facilities and equipment to provide; and

WHEREAS, the performance of the services is consistent, compatible, and beneficial to the role and mission of UTSA to provide educational experiences for students and to encourage and support research and related educational activities;

1. **Scope of Work.** UTSA shall provide the following goods and services as requested by the CLIENT:

The services will be provided under the direction and supervision of _____ of the _____ [department or center]. The parties agree that UTSA shall have discretion to involve its students in the conduct of the services.

2. **Scheduling Services.** The scheduling of such services shall be arranged to avoid conflict with UTSA'S educational and research programs. UTSA shall control the scheduling of such services, but will try to meet the convenience of the CLIENT.

3. **Term and Termination.**

3.1 This Agreement shall become effective _____ and shall be completed on _____, unless an extension is mutually agreed upon in writing between parties or the Agreement is otherwise terminated as provided herein.

3.2 Either party may terminate this Agreement upon 30 days written notice to the other party. Upon such termination, UTSA will be paid for all expenses incurred through the termination date and for any commitments that are not able to be cancelled.

4. **Payment.** CLIENT agrees to pay UTSA for services performed under this Agreement, in accordance with the rate schedule incorporated into this Agreement as Appendix A.

Indicate payment method:

_____ Advance payment of \$ _____ is required prior to initiation of services.

_____ UTSA will provide monthly invoices based upon services used. Payment is due upon receipt. Invoices will be sent to:

All payments shall be made payable to UTSA at the following address:

The University of Texas at San Antonio

One UTSA Circle

San Antonio, Texas 78249

Attn: Director of Financial Services & University Bursar

5. **Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or that of its officers, agents or employees to the full extent required by law, and agrees to hold the other party harmless from any such liability. 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.
6. **No Warranty.** UTSA makes no warranty whatsoever regarding any outcome obtained hereunder. Any decision regarding safety, applicability, marketability, effectiveness for any purpose, or other use or disposition of said outcome shall be the sole responsibility of client and/or its assigns and licenses.
7. **Force Majeure.** UTSA shall not be liable for any failure to perform as required by this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities and any other cause beyond the control of UTSA.
8. **No University Endorsements.** In no event shall the CLIENT (or its successors, employees, agents and contractors) state or imply in any publication, advertisement or other medium that UTSA has approved, endorsed or tested any product or service. In no event shall UTSA's performance of the services described herein be considered a test of the effectiveness or the basis for any endorsement of a product or service.
9. **Use of UTSA Name or Logo.** The CLIENT agrees not to use the name, logo, or any other marks owned by or associated with UTSA or the name of any representative of UTSA in any sales promotion work or advertising, or any form of publicity, without the prior written permission of UTSA in each instance.
10. **Applicable Law.** Any dispute regarding or arising under this Agreement shall be subjected to and resolved in accordance with the laws of the State of Texas.
11. **Assignment.** Neither party shall assign or transfer any interest in this Agreement without prior written approval of the other party.
12. **Similar Research.** Nothing in this Agreement shall be construed to limit the freedom of UTSA or of its researchers who are not participants under this Agreement, from engaging in similar services made under other grants, contracts or agreements with parties other than the CLIENT. However, UTSA and its researchers who are participants under this agreement warrant that performance of services as provided for herein will not cause a conflict of interest because of work undertaken with others.
13. **Independent Contractor.** In the performance of their obligations under this Agreement, the parties shall be independent contractors and shall have no other legal relationship, including, without limitation, partners, joint ventures or employees. Neither party shall have the right or power to bind the other party and any attempt to enter into an agreement in violation of this section shall be void. Neither party shall take any actions to bind the other party to an agreement.
14. **Export Controls.** The CLIENT shall notify UTSA in writing if any technological information or data provided to UTSA is subject to export controls under U.S. law or if technological information or data that the CLIENT is requesting UTSA to produce during the course of work under this Agreement is expected to be subject to such controls. The CLIENT shall notify UTSA of the applicable export controls (for example, Commerce Control List designations, reasons for control, countries for which an export license is required). UTSA shall have the right to decline export controlled information or tasks requiring production of such information.

By using the services of the _____ at the University of Texas at San Antonio, the Client agrees to all of the terms and conditions listed in this Agreement.

CLIENT

By: _____

Name:

Title:

Date: _____