

CONTRACT COVER SHEET

(Complete **BOTH** Pages)

(An electronic file of this document can be obtained from a contracting office or from a college/division/department business administrator.) Submit a completed, signed Contract Cover Sheet, with three originals or copies of the contract and any other forms necessary for processing the contract, to the appropriate contracting office. **Note that you must provide the tax identification or social security number of the vendor/contractor.**

TYPE OR PRINT ALL INFORMATION

UH DIVISION/COLLEGE: _____	
UH DEPARTMENT: _____	
UH CONTACT NAME: _____	
TITLE: _____	PHONE NUMBER: () _____
INTEROFFICE MAIL CODE: _____	FAX NUMBER: () _____
E-MAIL ADDRESS: _____	

CONTRACTOR/VENDOR: _____	
TAX IDENTIFICATION NUMBER/SOCIAL SECURITY NUMBER: _____	
CONTRACTOR/VENDOR CONTACT:	
NAME: _____	
TITLE: _____	
PHONE NUMBER: () _____	FAX NUMBER: () _____
E-MAIL: _____	
STREET ADDRESS: _____	
CITY, STATE, ZIP CODE: _____	
<i>IS THE VENDOR/CONTRACTOR CERTIFIED BY THE TEXAS GENERAL SERVICES COMMISSION AS AN HISTORICALLY UNDERUTILIZED BUSINESS (HUB)?</i>	
YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/>	
<i>IF KNOWN, CHECK ALL THAT APPLY TO THE VENDOR:</i>	
AFRICAN AMERICAN <input type="checkbox"/>	HISPANIC AMERICAN <input type="checkbox"/> WOMAN <input type="checkbox"/>
NATIVE AMERICAN <input type="checkbox"/>	ASIAN-PACIFIC AMERICAN <input type="checkbox"/>

IS THE CONTRACT FOR CONSULTING, PROFESSIONAL SERVICES, OR CONSTRUCTION SERVICES THAT THUS REQUIRES REPORTING TO THE LEGISLATIVE BUDGET BOARD AND OTHER STATE AGENCIES AND OFFICES? YES <input type="checkbox"/> NO <input type="checkbox"/> DON'T KNOW <input type="checkbox"/>

Addendum B - Page 2

BRIEF DESCRIPTION OF GOODS OR SERVICES OR ARRANGEMENTS THAT WILL BE OBTAINED OR PROVIDED, PURSUANT TO THE TERMS OF THE CONTRACT: _____

EFFECTIVE DATE: UPON EXECUTION BY AUTHORIZED SIGNATORIES

OTHER (SPECIFY DATE): _____

TERMINATION DATE: UPON COMPLETION OF SERVICES

OTHER (SPECIFY DATE): _____

SOURCE OF FUNDS:

Fund : _____ DeptID: _____ Prog: _____ BP: _____ Proj: _____ Speed: _____

Expense Account No.: _____

Subcode: _____

Amount \$: _____

Revenue Account No.: _____

Subcode: _____

Amount \$: _____

*Department Cost To

Generate Revenue \$: _____

*Explain How Generated

Revenue To Be Spent: _____

*If additional space is needed to document "Department Cost To Generate Revenue" or "Explain How Generated Revenue To Be Spent," an attachment should be included with the cover sheet.

OTHER FORMS INCLUDED (All are available in electronic form from a contracting office or college/division/department business administrator.)

- Justification For Untimely Contract Submittal
- Justification For Proprietary (Sole Source) Acquisition
- Recommendation for Award
- Justification for Emergency Acquisition

APPROVALS:

Dean/Director/Other Originating Unit Official Date

Department Chair (as applicable) Date

College/Division Business Administrator Date

**UNIVERSITY OF HOUSTON SYSTEM
CHILD SUPPORT CERTIFICATION**

**TEXAS FAMILY CODE, SECTION 231
INELIGIBILITY TO RECEIVE STATE GRANTS, LOANS, OR RECEIVE
PAYMENT ON STATE CONTRACTS**

“A child support obligor who is more than 30 days delinquent in paying child support, and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an owner interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive a state - funded grant or loan until:

1. All arrears have been paid; or
2. The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

CERTIFICATION STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.

I, the undersigned, hereby certify that I am in compliance with the Texas Family Code, Section 231.006.

AGREED TO BY:

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

OGC Form No. S-99-25:
Approved for use as a Standard Agreement
By the University of Houston System Office of
the General Counsel 7/24/99
**Note: Modification of this Form
requires approval of OGC**

OGC Form No. S-99-13

SPONSORED PROJECT CONTRACTUAL AGREEMENT
(for Federal or Federal flow-through Projects)

This agreement is entered into between the University of Houston, a public institution of higher education of the State of Texas pursuant to sections 111.01, et.seq. of the Texas Education Code, ("University") and

("Contractor") for the purpose of defining the services that the Contractor agrees to provide to the University.

1. **STATEMENT OF SERVICES TO BE PERFORMED** (detailed description):

2. **TERM OF AGREEMENT:**

This agreement is to begin _____, and shall terminate _____.

3. **AGREEMENT AMOUNT:**

The total amount of fees to be paid to the Contractor under this Agreement shall not exceed:

(words and figures)

4. **CALCULATION OF FEES:**

(Show hourly or daily rate and number of days of anticipated service. Daily rates on federal projects may not exceed the current GS-18. The University's Office of Grants and Contracts can provide this rate.)

5. **PROPRIETARY DATA.**

Unless otherwise required by law, University will exercise its best effort to maintain in confidence proprietary or trade secret information disclosed or submitted to it by the Sponsor which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information supplied by the Sponsor under this Agreement; or

- A. Is generally available in the public domain or thereafter becomes available to the public through no fault of UH; or
- B. Was independently known prior to receipt thereof or was discovered independently by an Employee of UH who had no access to the information supplied by the Sponsor under this Agreement; or
- C. Was made available to University as a matter of lawful right by a third party.

UH retains the right to refuse or to accept any such information that is not considered to be essential to the completion of the research. The obligation of UH under this paragraph shall survive and continue for one (1) year after termination of this agreement. By execution of this agreement, Contractor agrees in turn, to exercise its best effort to maintain in confidence proprietary or trade secret information so revealed by the Sponsor to the University.

The obligation of Contractor under this paragraph shall survive and continue for one (1) year after termination of this Agreement.

Contractor shall perform the services specified in the time and manner described. In performing services under this Agreement, Contractor shall be deemed as an independent contractor and shall not act as nor an agent or employee of the University. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the services described. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the University relative to conduct on its premises.

Contractor agrees to perform the services with that standard of professional care, skill, and diligence normally provided in the performance of similar services. It is understood that during the performance of services Contractor will not be eligible for benefits.

6. MISCELLANEOUS:

- a. This document constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreements. It may be amended upon written agreement of both parties. It is not assignable without the express written agreement of both parties.
- b. Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- c. If Contractor is not a United States citizen/national or a Permanent Resident Alien, provide information under attached "nonresident Alien Information" form.
- d. For agreements between the University and an entity recognized as a legal corporation, Contractor certifies that, upon the effective date of this agreement, either (1) it is not delinquent in payment of State of Texas corporate franchise taxes, or (2) it is not subject to the payment of such taxes. Contractor agrees that any false statement with respect to franchise tax status shall be material breach hereof, and University shall be entitled to terminate this agreement upon written notice thereof to the Contractor.
- e. Payment for services rendered will be made only upon satisfactory completion of services as certified by the responsible University representative or Principal Investigator, as applicable.
- f. Either the contractor or University may terminate this Agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination of service. In the event of early termination, University shall only be liable for payment of services performed prior to termination.
- g. Contractor agrees to indemnify and hold harmless the University from any claim, damage, liability, injury, expense, or loss arising out of Contractor's performance under this Agreement.
- h. Contractor agrees that all inventions and discoveries, whether patentable or not, made by Contractor solely or jointly, resulting from services performed for University during the term of this Agreement shall belong to and be the property of University. Contractor will promptly disclose to University all such inventions and discoveries and will assign the same to University. Contractor will, upon request of University, execute and deliver to University disclosures and other information useful or necessary for the preparation of applications for patent(s) of the United States and any and all other countries, covering such inventions and discoveries, and assign the same to University or its assigns. Contractor will render all reasonable assistance to University or its assigns and its attorney in preparing said patent applications and will, upon request of University, execute all instruments and documents and do all things reasonably necessary or convenient to protect the rights of University and vest in University, or its assigns, all right, title and interest in and to such inventions, discoveries, applications, and patents.

- i. Contractor certifies that he/she is not currently employed by the University of Houston or any component of the University of Houston System. If Agreement provides for consulting services, Contractor certifies that he/she has not been an employee of the University of Houston System during the previous twelve (12) month period. Contractor further certifies (as provided by Texas Government Code Section 2254.033) that if consulting services are offered and contractor has been employed by the University of Houston or any component of the University of Houston System at any time during the two years preceding such offer, that he/she shall disclose in the offer the nature of the previous employment with the University of Houston or component of the University of Houston System, the date the employment was terminated, and the annual rate of compensation at the time of termination.
- j. By signing this agreement, Contractor certifies that he/she is not in violation of Section 203.170-1 of the Defense Federal Acquisition Regulation Supplement (DFARS) which prohibits former Department of Defense ("DoD") officials performing acquisition related functions in connection with a major defense contractor while employed at the DoD, from accepting compensation from that contractor for a period of two years after departure of service from the DoD. [This certification is required on federally-funded contracts by Section 203.170-1 of the Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2).]
- k. By signing this agreement, Contractor certifies that he/she is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department of agency. (If contractor is unable to certify to this statement, an explanation must be attached.) [This certification is required by the regulations implementing Executive Order 12549, Non-Procurement Debarment and Suspension published as Part VII of May 26, 1988 Federal Register (pages 19160-19211).]
- l. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Harris County, Texas.
- m. In the event human subjects are involved in the performance of this agreement, Contractor agrees that the rights and welfare of the human subjects will be protected in accordance with the procedures specified in its current Institutional Assurance on file with the Office for Protection from Research Risks (OPRR), NIH. Contractor further agrees to provide certification at least annually that an appropriate Institutional committee has reviewed and approved the procedures which involve human subjects in accordance with the applicable Institutional Assurance accepted by the Office for Protection from Research Risks (OPRR), NIH. If the Contractor does not have an approved Institutional Assurance, Contractor certifies that all research involving human subjects will be conducted in accordance with 45 CFR 46.
- n. Any written notice required by this agreement shall be mailed by first class mail to the address listed below with a copy to the Office of Research Financial Services (University of Houston, Houston, TX. 77204-2163).

University of Houston
 Dept. _____
 Houston, TX 77204-_____

Any written notice required by this agreement to the Contractor shall be mailed first class to the Contractor at the address listed below:

Contractor: _____
 Address: _____
 City/State: _____

- o. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the University of Houston System and Contractor to attempt to resolve all disputes arising under this contract.

7. CERTIFICATION OF PRINCIPAL INVESTIGATOR

As Principal Investigator, I certify that:

- a. These services are essential and cannot be provided by persons receiving salary on the grant or otherwise compensated for their services.
- b. A selection process has been employed to secure the most qualified person available.
- c. The charge is appropriate considering the qualifications of the contractor, his normal charges, and the nature of the services rendered.
- d. A written activity report providing a description of services rendered and the results of those services will be completed by the contractor and attached to the purchase voucher for payment, along with all other pertinent support documentation.

Signature of Principal Investigator

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

8. APPROVAL:

UNIVERSITY OF HOUSTON

CONTRACTOR

Signature _____
Title _____
Date _____

Signature _____
Name typed _____
Business Name _____
Title _____
SSN or Tax ID# _____
Address _____
City/State/Zip _____
Date _____

Nonresident Alien Information

Important Note – If you are a Nonresident Alien and wish to claim exemption from withholding from U.S. Federal Income Tax based upon an Income Tax Treaty, you must have a U.S. Social Security # and submit two (2) original copies of Form 8233 (Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual).

<hr/>		<hr/>	
<i>(Name – Family, First, Middle)</i>		<i>(U.S. Social Security #)</i>	
<hr/>		<hr/>	
<i>(Country of Residence for Income Tax Treaty Determination)</i>		<i>(Visa #)</i>	
<hr/>		<hr/>	
<i>(Country Issuing Passport)</i>		<i>(Passport #)</i>	
<hr/>			
<i>(Permanent Street Address to be used for year-end tax reporting)</i>			
<hr/>			
<i>(City)</i>	<i>(State or Province)</i>	<i>(Zip or Postal Code)</i>	<i>(Country)</i>

How many days will you be in the United States this calendar year? _____

(Description of personal services to be performed for the University of Houston)

VISA TYPE – Please indicate the immigration designation with which you intend to enter the United States on this visit.

- B-2 or WT (visa waiver tourist classification)**

- B-1 or WB (visa waiver business classification)**

- J-1 Exchange Visitor or Short Term Scholar.*

- Q-1 Participant in an International Cultural Exchange Program.*

- Other – please specify:* _____

** Acceptance of honorarium payment and associated incidental expenses for usual academic activity (lasting not longer than nine days) from any component of the University of Houston System is permitted if payment is made for services conducted for the benefit of the University and provided such payment or associated incidental expenses has not been accepted from more than five qualifying institutions or organizations in the previous 6-month period.*

Under penalties of perjury, I hereby certify that the information provided above is, to the best of my knowledge, true, correct, and complete.

Approved as to form by the Office of General Counsel. Any alteration to the approved text, as presented may make the contract voidable, at the option of the University Administration

Signature: _____

Date: _____