

**THE UNIVERSITY OF TEXAS AT DALLAS**  
*PURCHASE SERVICE AGREEMENT*

WHEREAS, The University of Texas at Dallas (hereinafter "UTD") desires to obtain the services of \_\_\_\_\_ as a Purchase Service Provider in the office of;

WHEREAS, \_\_\_\_\_ is competent to provide such services and is prepared to work with UTD's faculty and staff;

NOW, THEREFORE, UTD and \_\_\_\_\_ do agree that the following terms and conditions and limitations shall govern this contract:

1. Scope of Work: (Briefly describe the task to be performed).
2. Term and Agreement: This agreement shall be effective on \_\_\_\_\_ and shall continue through \_\_\_\_\_. By mutual agreement of both parties and notification to Procurement Management, this agreement may continue on a month-to-month basis until termination.
3. Consideration: Services rendered shall be paid as tasks are completed to the satisfaction of UTD's authorized representative, \_\_\_\_\_, and shall be reimbursed at the rate or fee of \$ \_\_\_\_\_ per billable hour.
4. Examination of Records: \_\_\_\_\_ shall render to UTD a certified invoice or voucher for services rendered, supported by reasonable detail including dates and hours worked.
5. Provision of Law: This Agreement is subject to and shall be governed by the laws of the State of Texas, including any findings and approvals required by law, regulations, or the Rules of the Board of Regents, or The University of Texas System. Any earnings derived from services rendered by \_\_\_\_\_ are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the UTD Accounts Payable department. It is understood that \_\_\_\_\_ is responsible for paying such taxes.

Whereas: Notices, correspondence, billings, payments and all other communications shall be addressed to UTD as follows:

7. Hold Harmless: \_\_\_\_\_ agrees for himself, his heirs, assigns, and legal representatives to release and hold harmless the Board of Regents of The University of Texas System, and any and all of its officers, faculty, employees, students and servants where soever, arising out of or related to any loss, damage or injury, including death, that may be sustained by 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 of work under the contract.

8. DISPUTE RESOLUTION: To the extent that Chapter 2260, *Texas Government Code*, is applicable to this contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by The University of Texas at Dallas (UTD) and CONTRACTOR to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. The Chief Business Officer of UTD shall examine CONTRACTOR'S claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by CONTRACTOR; (ii) neither the issuance of this Contract by UTD nor any other conduct, action or inaction of any representative of UT relating to this Contract constitutes or is intended to constitute a waiver of UTD's or the state's sovereign immunity to suit; and (iii) UTD has not waived its right to seek redress in the courts.

9. Integration: The Agreement supersedes any and all other discussions, negotiation, and representations of any kind and represents the entire Agreement of the parties herein above mentioned.

BY: \_\_\_\_\_

Vendor ID Number: \_\_\_\_\_

**THE UNIVERSITY OF TEXAS AT DALLAS**

BY: \_\_\_\_\_

**PETER H. BOND**

**Director of Procurement Management**