**INTERAGENCY COOPERATION AGREEMENT**

This Agreement (iContract ######) is entered into by and between Stephen F Austin State University (“University”), a public institution of higher education, and Insert State Agency (“State Agency”), a Texas state agency, pursuant to the authority granted in and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771 of the Texas Government Code.

1. Contracting Parties:

 Receiving Agency: correct title of state agency or Stephen F. Austin State University

 Performing Agency: correct title of state agency or Stephen F. Austin State University

1. Statement of Services to be Performed:

The kinds and amounts of services to be rendered must be specifically listed and in sufficient detail to clearly describe the services contracted for. May refer to an attached Exhibit A containing this information.

1. Basis for Calculating Reimbursable Costs:

A basis for calculating reimbursement must be shown for each of the kinds of services listed in Paragraph II, such as services of employees, services of materials, services of equipment, services of consultant, subcontracting cost or purchase of equipment. May refer to an attached Exhibit A containing this information.

1. Contract Amount:

The total amount of this contract shall not exceed: *words and figures*

1. Payment for Services:

 Receiving Agency will pay for services received from appropriation items or account of Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by Receiving Agency payable to Performing Agency.

 Payments for services performed will be billed weekly, monthly, lump sum, etc. and Receiving Agency shall make payments to Performing Agency within a reasonable time from Receiving Agency’s receipt of weekly, monthly, lump sum, etc. invoices prepared to Performing Agency’s usual format and detail (including appropriate certification).

 Payments received by Performing Agency will be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

1. Term of Agreement:

This contract shall begin on insert date to start performanceand shall terminate on insert date to end performance.

1. Termination:

Either party may, by providing written notice to the other party thirty (30) days in advance, terminate this Agreement in whole or in part at any time. Upon notice, Performing Agency shall immediately discontinue all services affected (unless the notice directs otherwise) and deliver to Receiving Agency all reports for and/or accumulated by Performing Agency in performing this Agreement, whether completed or in process. Upon termination of this Agreement, all equipment acquisitions purchased pursuant to this Agreement remain with and become the property of Performing Agency unless otherwise specified. Subject to Section IV of this Agreement, Performing Agency shall be reimbursed for services performed before termination date and reasonable costs associated with delivery requirements set forth above.

1. Confidentiality:

During the course of the work and/or services to be provided under this agreement, Receiving Agency and/or Performing Agency may come in contact with confidential information of the other. The Parties agree to treat as confidential the information or knowledge that becomes known to them during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by the other party. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. The Parties shall promptly notify the other party of any misuse or unauthorized disclosure of the confidential information and upon expiration of this agreement shall return to the other party all confidential information in its possession or control.

1. Access to Public Information:

State Agency is required to make any information created or exchanged with University pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to University. State Agency acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

1. General Provisions:

This Agreement, as well as the rights of each of the parties, shall be governed by the laws respecting public institutions of higher education and state agencies of the State of Texas.

**To the extent authorized by the laws and constitution of the State of Texas, the Performing Party shall not be liable to the Receiving Party for any lost profits, special, incidental, consequential or punitive damages, whether for breach of any express or implied warranties or otherwise. In no event shall the Performing Party’s liability for damages, caused or arising out of its failure to supply material or perform services in a proper or timely manner exceed the amount paid to the Performing Party under this agreement. Performing Party does not warrant that services shall be without defect, interruption, or suited for particular purposes. Receiving Party agrees to work cooperatively with the Performing Party to maintain services to the best of both parties’ abilities.**

Any dispute between Performing Agencyand Receiving Agencyregarding this Agreement will be governed by Alternative Dispute Resolution for Use by Governmental Bodies, Chapter 2009, *Texas Government Code,* and any applicable Model Rules promulgated by the Office of the Attorney General and/or the State Office of Administrative Hearing of the State of Texas. Any notice of dispute tendered by Performing Agency should be addressed to the President of the Receiving Agency**.**

In case any provision hereof should be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included in this Agreement.

This Agreement constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification or alteration of the terms of the Agreement shall be binding on either party unless the same is in writing, dated subsequent to the date hereof, and is duly executed by the party against whom enforcement is sought.

Each person signing this Agreement on behalf of a party hereby confirms for the benefit of the other party to this Agreement that any requisite approvals from the governing body of such party have been obtained, and all prerequisites to the execution, delivery and performance hereof have been obtained by or on behalf of that party.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances (“Force Majeure Occurrence”). Provided, however, in the event of a Force Majeure Occurrence, State Agency agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.

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

Receiving Agency certifies that it has the authority to contract for the above services by authority granted in (*Statute, Constitution, Special Provision of Appropriation Bill – if SFA then Texas Education Code Chapter 101*).

Performing Agency certifies that it has the authority to perform the services contracted for by authority granted in (*Statute, Constitution, Special Provision of Appropriation Bill – if SFA then Texas Education Code Chapter 101*).

**Receiving Agency Performing Agency**

NAME OF AGENCY NAME OF AGENCY

By: By:

 (Authorized Signature) (Authorized Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: