

**Agreement
between
[Ector County ISD]
and
The University of Texas Permian Basin**

This Agreement, by and between [Ector County ISD] (hereinafter referred to as “SPONSOR”), whose principal place of business is [802 N. Sam Houston, Odessa, Texas 79761], and The University of Texas Permian Basin (hereinafter referred to as “UTPB”), a Texas state institution of higher education whose principal place of business is 4901 E. University, Odessa, TX, 79762, is for the following purpose:

Whereas, SPONSOR is the recipient of the following award (hereinafter referenced to as the “Prime Award” and attached hereto as Exhibit A):

Prime Award Number:	[A599-23]
Prime Award Sponsor:	[Education Agency]
Project Title:	[2023-2024 PRINCIPAL RESIDENCY GRANT CYCLE 6]
Project CFDA Number:	[S367A220041 84.367A]
Project FAIN Number:	[FAIN]
SPONSOR Principal Investigator:	[JAMIE MILLER]
UTPB Principal Investigator:	[ETHEL ARZU and KEVIN BADGETT]

and whereas, said Prime Award involves an approved collaborative effort between SPONSOR and UTPB, and UTPB has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; therefore, the parties mutually agree as follows:

ARTICLE 1. SCOPE OF WORK

UTPB shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached Scope of Work, marked Exhibit B, which by this reference is incorporated herein.

ARTICLE 2. PERIOD OF PERFORMANCE

The term of this Agreement shall commence [7-3-2023] and terminate [8-15-2024], unless otherwise extended by mutual written agreement of the parties.

ARTICLE 3. LIMITATION ON COSTS

The total cost of performing the tasks under Article 1 of this Agreement will not exceed [\$22,042.00]. SPONSOR shall not, in the absence of a modification hereto, be obligated to reimburse UTPB for costs that are in excess of the total amount specified in this Article.

The budget for which UTPB has based this support is detailed in Exhibit C.

ARTICLE 4. SPONSOR PRINCIPAL INVESTIGATOR

[Ethel Arzu and Kevin Badgett], as the SPONSOR Principal Investigators of the project and representative of SPONSOR, shall have the overall responsibility of the technical, scientific, and programmatic aspects of the project funded by the Project Sponsor. Any changes to the Scope of Work shall require an amendment, signed by both parties, to this Agreement.

ARTICLE 5. UTPB PRINCIPAL INVESTIGATOR

The Principal Investigators representing UTPB for the purpose of technical direction in accordance with Article 1 shall be [Ethel Arzu and Kevin Badgett]. A change in the designated UTPB Principal Investigators shall require the prior written approval of SPONSOR and the UTPB Principal Investigators.

ARTICLE 6. USE OF FUNDS

UTPB is responsible for ensuring that costs charged to this Agreement (1) benefit the Scope of Work being funded, (2) are consistent with the Project Sponsor's terms and conditions of the Prime Award, and (3) are allowable, allocable, and reasonable under federal cost principles.

ARTICLE 7. PRIOR APPROVALS

Written requests made by either Party for cost or other administrative prior approvals, required by the provisions set forth by this Agreement, shall be signed by both Parties' Authorized Representative and shall be submitted to UTPB's Authorized Representative, who will initiate the appropriate action required.

ARTICLE 8. TERMS OF PAYMENT

No later than 60 days after the Agreement is fully executed, UTPB shall submit an invoice for the full award amount to the SPONSOR's financial contact at the following email addresses:

[Texas Education Agency]

Invoice shall be paid no later than 60 days of receipt of invoice.

ARTICLE 9. REPORTING REQUIREMENTS

An annual progress report shall be submitted to Sponsor's Principal Investigator not later than sixty (60) days beyond the termination date of this Agreement.

ARTICLE 10. CONDITIONS OF AWARD

SPONSOR and UTPB agrees to comply with the provisions set forth by the [2023-2024 PRINCIPAL RESIDENCEY GRANT CYCLE 6], incorporated herein as Exhibit A.

ARTICLE 11. AUDIT

UTPB agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement for three (3) years from the Project end date.

ARTICLE 12. EQUIPMENT ACCOUNTABILITY

Inventory accountability and disposition of equipment will be in accordance with the [2023-2024 PRINCIPAL RESIDENCEY GRANT CYCLE 6]. Upon termination of the project, SUBRECIPIENT's

need for any equipment acquired under this Agreement shall be taken into account when determining disposition of title.

ARTICLE 13. INTELLECTUAL PROPERTY AND PUBLICATIONS

The results and data developed by this collaborative effort, if jointly developed, will be jointly owned by the parties, and if developed solely by one party, will be owned solely by that party. Each party grants to the other party a non-exclusive, royalty-free license to use the results and data developed solely by each other, provided that each party uses such results and data only for its own internal research and educational purposes. The parties agree to negotiate in good faith in the event that either requests a license for commercial purposes.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made.

ARTICLE 14. PUBLICITY

No publicity matter having or containing reference to the other party to this Agreement or in which the name of the other party is mentioned shall be made use of until written approval has first been obtained by the party making use of the other party's name.

SPONSOR acknowledges that UTPB must comply with the Texas Open Records Act.

ARTICLE 15. DEBARMENT/EXCLUSION

UTPB certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

ARTICLE 16. TERMINATION

In the event of termination of the [2023-2024 PRINCIPAL RESIDENCEY GRANT CYCLE 6], this Agreement shall be automatically terminated as of the termination date of the [2023-2024 PRINCIPAL RESIDENCEY GRANT CYCLE 6]. Additionally, either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of intent to terminate to the other party's Authorized Representative. UTPB will be reimbursed for any noncancelable obligations properly incurred up to the date of notice of termination.

ARTICLE 17. REPRESENTATION

Representatives of the parties for this Agreement are as follows:

A. For UTPB

I. Principal Investigator

[Ethel Arzu and Kevin Badgett]

[Educational Leadership]

The University of Texas Permian Basin

[College of Education, Office # MB 3214]

Odessa, TX 79762

Telephone: (432) [552-3120]

Email: [arzu_e@utpb.edu or badgett_k@utpb.edu]

II. Financial Contact

Sarah Cody, CRA
Managing Director
Texas Tech University
Accounting Services
Box 41105
Lubbock, TX 79409-1105
Telephone: (806) 742-2970
Email: ora@ttu.edu

III. Authorized Representative

Larry Daniel
Dean
The University of Texas Permian Basin
[College of Education, Office # MB 3214]
Odessa, TX 79762
Telephone: (432) [552-3120]
Email: daniel_l@utpb.edu

B. For SUBRECIPIENT

I. Subrecipient Investigator

[JAMIE MILLER]
[EXECUTIVE DIRECTOR OF TALENT]
[ECTOR COUNTY ISD]
[432-456-0080]
[802 N. SAM HOUSTON]
[jaimemiller@ectorcountyisd.org]

II. Financial Contact

Deborah Ottmers]
Chief Financial Officer
ECTOR COUNTY ISD
432-456-9491
Deborah.ottmers@ectorcontyisd.org

III. Authorized Representative

Sarah Harrison
Administrative Assistant
ECTOR COUNTYISD
432-456-0080
SARAH.HARRISON@ECTORCOUNTYISD.ORG

ARTICLE 18-DISPUTE RESOLUTION

UTPB will use the Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business.

UTPB does not waive sovereign immunity by its execution of or by any conduct of its representatives under this agreement, and the dispute resolution process does not affect UTPB's right to assert all claims and defenses in a lawsuit.

ARTICLE 19-GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Venue for any claim arising under this agreement will be the state courts of Ector County, Texas.

ARTICLE 20-AGREEMENT MODIFICATION

An amendment to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of both parties. The contract period may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.

Accepted for
[Sponsor Name]:

Accepted for
The University of Texas Permian Basin:

[Authorized Representative]
[Title]

Kellee Smith
Senior Research Contract Specialist

Date

Date

Exhibit A
Notice of Prime Award

Exhibit B
Scope of Work

Exhibit C

Budget