

Law Center Faculty Loan Agreement

Agreement is made this ____ day of _____, 20__ by and between the University of Houston, for and on behalf of its Law Center ("UH") and _____ ("Providing Institution").

Whereas, UH has need for the services of Professor _____ (hereinafter "Professor"), and Providing Institution is willing and able to provide and loan the services of Professor to UH during the term of this Agreement.

Now, therefore, in consideration of the mutual promises and consideration recited herein, Parties agree as follows:

1. **TERM.** For the period from _____ through _____, Providing Institution will provide to UH the services of Professor _____. Professor will teach courses, as set forth in Attachment "A" at UH as a visiting faculty member at its Law Center.
2. **COMPENSATION.** In consideration for the services of Professor, UH will reimburse Providing Institution for the total compensation paid by Providing Institution to Professor for the above stated term which total compensation means salary and all fringe benefits. Providing Institution will bill UH in the amount of \$_____, which shall be paid by UH within thirty (30) days of UH's receipt of an invoice from Providing Institution and accompanied by proper documentation from Providing Institution, including but not limited to line item salary and fringe benefit breakdowns. Subsequent invoice(s) and supporting documentation covering additional periods may be sent subject to the same requirements referenced above. In addition, payment by UH is conditioned upon receipt of (i) transcripts of Professor showing his/her J.D. degree, (ii) current curriculum vitae of Professor, (iii) proof of eligibility to accept employment in the United States by being compliant with the Immigration Control and Reform Act, and (iv) completion of the UH Non Tenure Track Faculty Form as set forth in Attachment "B".
3. **EMPLOYMENT STATUS.** During the term of this agreement, Professor will remain at all times an employee of Providing Institution and Providing Institution will be responsible for continuing Professor salary and fringe benefits. Providing Institution will be responsible for making all appropriate employee payroll deductions for Professor as required by federal or state law or as authorized by Professor. For no purposes will Professor be considered an employee of UH. Notwithstanding, Professor _____ shall be tendered an appropriate temporary faculty appointment at UH for purposes of any teaching responsibilities.
4. **INDEMNITY AND HOLD HARMLESS.** UH will, to the fullest extent permitted by the Constitution and the laws of the State of Texas, indemnify and hold Providing Institution, its officers, agents, trustees and employees harmless from any claims, causes of action, or judgments against them arising out of the negligent or intentional acts or omissions of UH, its officers, agents, or employees, and Professor while subject to the direction and control of UH in the performance of this Agreement. UH will not hold Providing Institution harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of Providing Institution, its officers and agents or any person not subject to UH's supervision and control.
5. **RELATIONSHIP OF THE PARTIES.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or relationship other than Providing Institution providing services under this Agreement as set forth in Attachment A. Except as specifically permitted in the Agreement, neither Party shall use the name or trademarks of the other Party or incur any obligation or expense for or on behalf of the other Party without the other Party's prior written consent in each instance.
6. **NOTICES.** All notices to Providing Institution in connection with this Agreement shall be sent to:

PROVIDING INSTITUTION

UNIVERSITY OF HOUSTON

Dean, Law School
4604 Calhoun Road
Houston, TX 77204

Form No. OGC-S-2009-06

With simultaneous copies to:

And

AVC/AVP for Contract Administration, UHS
Associate General Counsel, UH
4302 University Drive, Room 311 E. Cullen Bldg
Houston, TX 77204-2028

- 7. **COMPLIANCE WITH LAWS.** Each Party warrants on its behalf and that of its subcontractors, employees, and agents that it shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations and codes, including but not limited to, the Family Educational Rights and Privacy Act of 1974 (the "Buckley Amendment") with respect to personally identifiable student education records; the Health Insurance Portability and Accountability Act with respect to medical records; the Gramm-Leach-Bliley Act with respect to student financial information; and applicable provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 relating to Equal Employment Opportunity, section 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, and section 503 of the Rehabilitation Act of 1973.
- 8. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter and no other Agreements, either oral or written, will be effective to vary the terms hereof. No Amendments to this Agreement will be valid or binding unless reduced to writing and signed by the Parties. Neither Party may assign its interest under this Agreement without the written consent of the other Party. This Agreement will be governed by, and interpreted in accordance with the laws of the State of Texas except as may be preempted by federal law.

In witness whereof, the Parties hereto have executed this Agreement as of the date first written above.

UNIVERSITY OF HOUSTON

PROVIDING INSTITUTION

Signature Date
Name: _____
Sr. VC/VP, Academic Affairs/Provost

Signature Date
Name: _____
Title: _____

Signature Date
Name: _____
Dean, UH Law Center

Signature Date
Name: _____
Title: _____

U N I V E R S I T Y *of* H O U S T O N



**Exhibit A to
Law Center Faculty Loan Agreement**

Courses to be Taught

