**Purpose of Form**

This form may be used for engagements involving One Thousand Dollars ($1,000) or less total commitment, of which no more than Five Hundred Dollars ($500) is a professional fee. The term of the commitment should not exceed a total of one (1) year. To facilitate effective communication regarding time, date, place, services to be performed, fees, reimbursable expenses, etc., the Department Director may prepare this form over his/her signature. Any document conforming to this delegation shall not be deemed subject to further review by Contract Administration.

**LETTER OF AGREEMENT**

Texas A&M University

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Letter of Agreement (“Agreement”) between Texas A&M University, on behalf of its Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a member of the Texas A&M University System, and an agency of the State of Texas (“TAMU”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“CONTRACTOR”) summarizes the understandings of both parties in relation to CONTRACTOR’s participation in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. CONTRACTOR

CONTRACTOR is responsible for the following:

1.
2.
3. TAMU

TAMU is responsible for the following:

1.
2.
3. Payment

TAMU agrees to pay CONTRACTOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_) for the services provided by CONTRACTOR as specified herein. This amount represents the total sum payable by TAMU for CONTRACTOR’s services and payment shall be due within thirty (30) days of completion.

1. Term. The services provided pursuant to this Agreement shall be conducting during the period of \_\_\_\_\_\_\_\_\_\_, 20\_\_ through \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.
2. State Contracting Requirements
3. Child Support Obligation. Under Section 231.006, *Texas 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 acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
4. Payments Owing Offset. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CONTRACTOR agrees that any payments owing to CONTRACTOR under this Agreement may be applied directly toward certain debts or delinquencies that CONTRACTOR owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
5. Alternative Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU 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. CONTRACTORshall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU,who shall examine CONTRACTOR’s claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim.
6. Governing Law and Venue. The validity of the Agreement and all matters pertainingthereto shall be governed and determined by the Constitution and the laws of the State ofTexas (but not its conflicts of law principles and statutes). Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU shall be shall be in the county in which the primary office of the chief executive officer of TAMU is located, which is Brazos County, Texas.

**ACCEPTED AND AGREED:**

For: Texas A&M University For:

By: By:

 (Name) (Name)

 (Title) (Title)

 (Address) (Address)

 (Telephone Number) (Telephone Number)

 (Fax Number) (Fax Number)

Date: Date: