



Purchasing Agreement for Goods and Services

This Agreement is entered into between the Lone Star College System for and in behalf of LSC - _____ ("LSC") and _____ ("Contractor") for the purpose of defining the services being offered to the LSC.

1. **STATEMENT OF SERVICES TO BE PERFORMED** (attach detailed description if necessary):

2. **COMPENSATION:**

LSC shall compensate Contractor in the amount of \$_____, plus reasonable travel and other business-related expenses (when applicable; upon submission of receipts) not to exceed \$_____, for a total payment not to exceed \$_____.

A IRS W-9 form must be completed by Contractor and attached to this Agreement.

3. **TERMS OF THE AGREEMENT:**

- a. Services are to begin on _____ and will terminate on _____.
- b. All applicable laws, regulations, and LSC policies and procedures relative to conduct on LSC premises shall govern the services provided under this Agreement.
- c. Contractor agrees to indemnify and hold harmless LSC from any claim, damage, liability, injury, expense, or loss arising out of his/her performance under this Agreement.
- d. This Agreement shall be construed under the laws of the State of Texas, and venue in any action brought hereunder shall be in Montgomery County, Texas.
- e. Contractor certifies that he/she is not currently employed by LSC. If Agreement provides for consulting services (as defined): Contractor certifies that he/she has not been an employee of LSC during the previous twelve (12) month period.
- f. This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements and may only be amended in writing. This Agreement is not assignable.
- g. LSC or Contractor can terminate this Agreement in writing at any time with _____ days notice. LSC shall only be liable for payment of services and expenses incurred prior to termination.

- h. Under section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments under this contract and that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- i. Contractor is an independent contractor and not an agent or employee of LSC.
- j. The exchange and communication of information between the parties shall be held in strict confidence and Contractor will use the information only for the purposes of this Agreement, and will advise its employees of the obligations under this Agreement in maintaining secrecy hereto.

4. ALTERNATIVE DISPUTE RESOLUTION:

- a. The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by LSC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - (1) A Contractor's claims for breach of this contract that the Parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to [for the System, the Chancellor; for component institutions, the President] or his/her designee. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of LSC and Contractor otherwise entitled to notice under the Parties' contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
 - (2) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by LSC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (3) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by LSC nor any other conduct of any representative of LSC relating to the contract shall be considered a waiver of sovereign immunity to suit.
- b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found at 1 T.A.C. Part 3 Chapter 68.
- c. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

