AgriLife Contract Office

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Contracts Processed by Contract Office

- Hotel and Facility Contracts
- Independent Contractor Approval (AG-106)
- Interagency/Intrasystem/Interlocal Contracts
- Material Transfer Agreements (Incoming)
- Memorandum of Agreement (MOAs)
- Memorandum of Understanding (MOUs)
- Non-Disclosure/Confidentiality Agreements (NDAs)
- Lease of System Property
- Lease of Third-Party Housing Facilities for Agency Employees
- Loan/Lease of Equipment or Animals
- Service or Maintenance Agreements (includes services by AgriLife)
- Unfunded Collaborative Research Agreements (no funds involved)

Hotel & Facility Agreements

REMINDEES:

- As an agency of the State of Texas, we do not complete Direct Bill Applications
  - We do not provide credit references
- Please do not sign/fill out Direct Bill Applications
- Contract Office is not authorized to complete/obtain signature on Direct Bill Applications
- Contract Office can provide you with a “Direct Bill Letter” to help open a master account
Hotel & Facility Agreements

**MASTER ACCOUNT:**

- If any part of your event needs to be billed to a master account, please work with hotel and determine payment options
  - We cannot prepay for goods or services
  - Partial deposit OK

- **Best options:**
  - Have hotel invoice department after the event (payment of invoice due 30 days after receipt)
  - Use department credit card at conclusion of event to pay master account balance (limit $10,000) [or day of event]

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**Independent Contractor Approval (AG-106)**

**REMINDERS:**

- New limit on purchasing by departments
  - Up to and including $10,000
- New limit applies to Independent Contractors

- No sole source required if payment to independent contractor within a fiscal year totals $10,000 or less

- Submit AG-106 to Contract Office for approval before work starts

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**Visiting Scholars/Researchers**

Non-Employee Will Use AgriLife's Labs/Facilities
Visiting Scholar/Researcher

- If non-System employee will be present in your lab or at an AgriLife facility and will be conducting or assisting with research – Contact the Contract Office to obtain a Visiting Scholar Agreement
  - Visiting researcher/student from another university (or research institute)
    - U.S.
    - Non-U.S./Foreigner
  - Scientist that works for a company
  - Duration of stay is not a determining factor regarding whether or not a written agreement is necessary

Visiting Scholar/Researcher

- Why a written visiting scholar agreement is needed:
  - Document duration of scholar’s stay
  - Document visiting scholar’s responsibilities for personal costs
  - Document any payment that will be owed by scholar or his employer to AgriLife (e.g. reimbursement for lab supplies; bench fee)
  - Document responsibilities of visiting scholar (e.g. comply with System rules/policies, etc.)
  - Protect AgriLife confidential/proprietary information
  - Identify visiting scholar’s rights with regard to research data and any intellectual property that may be developed
  - Advise visiting scholar of risks and obtain his acceptance of such risks

Visiting Scholar/Researcher

- Other requirements by HR/Risk & Compliance
  - AG-713/5VS Form (“Approval of Visitor Exchange Program”)
  - Restricted Party Screening (foreign citizens only)
  - See AgriLife Research Procedure 15.99.99.A0.01 “International Visitors”

- Contract Office working with OGC on form agreement
Service Agreements: 
AgriLife Providing a Service

Service for Flat Fee – No Budget/IDC involved

AgriLife Providing Service

• It is recommended that you obtain a contract to document any services AgriLife will provide to a third party
  • Reasons:
    o Document payment/benefit AgriLife will receive in return for service (collection issues)
    o Clearly set out responsibilities of AgriLife
      • What exactly are we supposed to do?
      • What exactly are the expected deliverables?
    o Identify responsibilities of the third-party (if any)
    o Identify and document other terms and conditions
      • Example: IP rights, publication rights, data ownership, warranties/guaranties

AgriLife Providing Service

• There is no “one form fits all”
• If there are re-occurring services (example: Lab) we can prepare a form/fillable agreement
• Information we need to prepare a Service Agreement:
  o Scope of Service & Deliverables
  o Payment information – amount and timing
  o Customer information – name, billing address
  o Deliverable due date, or term of contract
  o Information regarding customer responsibilities, if any
Service Agreements: Web & Mobile App Design

AgriLife hiring outside vendor to design web page or mobile app.

Web & Mobile App Design Services

- Web designer may or may not provide a written agreement
  - Either way, please contact the Contract Office
- Purchase of web or app design should be documented by a written agreement
- If over $10,000 – must contact Purchasing (biddable service or use DIR approved vendor)
  - Don’t just consider original scope of work
  - If charges beyond original estimate are incurred and total exceeds $10,000 = non-compliant purchase

Web & Mobile App Design: Why is a written agreement needed?

The following are included in a proper design agreement:
Web & Mobile App Design Services

- **Deliverables** – What will be done/delivered to AgriLife upon completion of service?
  - SOURCE CODE & FILES – must be a part of deliverables
  - On what devices/browsers will this work?
- **Ownership** – AgriLife must be the owner of all code, software, information, images, etc. (all code/files to be delivered upon completion)
  - Needed in order to update
  - Needed so that someone else is not able to use same material/app (developer cannot re-sell to someone else)
  - Needed so there is no infringement on third-party
- **Deadline** – When will the deliverables be provided? (may or may not be very important)

Web & Mobile App Design Services

- **Payment** – Lump sum or multiple payments?
  - Different fee structures: Flat fee; Hourly fee; Fee for initial work but additional fee for further revisions/additions
  - **REMINDER:** ***CANNOT PREPAY FOR SERVICES***
- **Termination** – What happens if developer is not meeting deadlines or performing satisfactory work?
- **Performance** – What happens if site/app has issues/does not function properly after delivery?
- **EIR Compliance** – Design and end product must be EIR compliant
  - Required for all state agencies
  - Developer may or may not be familiar with this requirement

What is EIR Compliance?

- **Access by individuals with disabilities** (not just mobility, but also hearing, seeing, medical disabilities)
  - Examples:
    - Deaf/hearing impaired
    - Color blind/seeing impaired
    - Epilepsy
  - If a video is contained – can a hearing impaired person view and understand?
  - Colorblind person may not see certain colors on screen/may not be able to follow color related directions
  - Font size/type requirements for vision impaired persons
  - If a “flash” is contained on site/app – may cause seizure
EIR Compliance

- EIR compliance applies **whether or not** end product is to be used by the public
  - Applies even if to be used for internal purposes by AgriLife employees only
- All web pages/apps must be EIR compliant - otherwise, AgriLife cannot use the web page/app

Material Transfer Agreements: (Incoming Materials)

- AgriLife PI is receiving materials from a third-party

Material Transfer Agreement (Incoming)

- AgriLife PI is receiving materials from another entity
- Documents needed by the Contract Office
  - Material Request Form
  - Material Transfer Agreement (MTA)
- Contract Office will work directly with Risk & Compliance to verify there are no export control issues and that all required biosafety permits (if any) are in place
- Contract Office will work directly with material provider to revise MTA terms if needed
Material Request Form (AG-125) Available on Admin Services Web Site

Material Transfer Agreement (Outgoing)

- AgriLife PI receives a request to provide materials to another entity
- Contact Office of Technology Commercialization
  - Janie Hurley
  - Robert Brummett
- TTC will verify that AgriLife is the owner of the materials/can in fact provide them to others
- Following verification TTC may process outgoing MTA or refer it to the Contract Office (depends on recipient and material)
Other Material Transfer Instances:

• Materials being provided by a third-party but third-party is not requiring a signed MTA before it provides the materials

• Third-party is requesting a Disclosure Agreement be signed instead of MTA (wants materials or information regarding materials kept confidential)

• Collaborative research agreements where parties will exchange materials as part of their collaboration.

Thank You

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