AGREEMENT FOR

_____

BETWEEN

THE UNIVERSITY OF TEXAS MD ANDERSON CANCER CENTER

AND

_____

MD Anderson Agreement No. 506-_-__.

This Agreement ("Agreement"), effective as of _____ __, 2010, is by and between The University of Texas MD Anderson Cancer Center ("MD Anderson"), an institution of The University of Texas System ("System"), which has its principal address at 1515 Holcombe Boulevard, Houston, Texas 77030, and _____ , which has its principal address at _____("Contractor"). In consideration of the Recitals and the mutual benefits and covenants in this Agreement, the parties hereby confirm and agree as follows:

RECITALS

A. MD Anderson desires to obtain certain goods and/or services as described in the Scope of Work attached hereto as Rider 101; and

B. Contractor represents that it has the knowledge, ability, skills and resources to provide the services required under this Agreement, and MD Anderson in reliance on such assurances is willing to contract with Contractor on the terms and conditions set forth in this Agreement.

AGREEMENT

Section 1. TERM OF AGREEMENT:

1.1 The term of this Agreement will be for a period of _____ (___) months, commencing on _____ and continuing through _____, unless sooner canceled or terminated in accordance with the provisions of this Agreement, including all riders, schedules, exhibits, or other documents attached to and incorporated into this Agreement.

1.2 MD Anderson will have the right to renew this Agreement every twelve (12) months for a 12-month term for a maximum of three (3) renewal periods, subject to the terms and conditions in this Agreement. A renewal will be effective if evidenced by a written renewal notice signed by MD Anderson and delivered to Contractor prior to termination.

Section 2. SCOPE OF WORK:

2.1 Contractor will provide the goods and/or services to MD Anderson as described in the Scope of Work attached hereto as Rider No. 101.

Section 3. CONSIDERATION AND INVOICING:

3.1 For services rendered, Contractor will be compensated in accordance with the Fee Schedule attached hereto as Rider No. 102.

3.2 Both parties will review the asbestos abatement fees of this Agreement listed on Rider No. 102 annually, thirty (30) days prior to the anniversary date. In the event market conditions increase or decrease in excess of 3% based on published Bureau of Labor Statistics, Producer Price Index, **Industry Code 23821X – Electrical contractors, nonresidential building work**, MD Anderson and Contractor shall mutually agree on increase or decrease of asbestos abatement fees using the published data as basis for negotiation.

3.3 The total cost of the goods and/or services under this Agreement will not exceed $_____ (the "Cap Amount") without the prior written authorization of MD Anderson's Supply Chain Management Department. Absent prior written authorization, invoices for amounts in excess of the Cap Amount will not be paid and will be returned unpaid.

3.4 Original invoices must be submitted via e-mail to:
mdaccap@mdanderson.org
(1 invoice / e-mail, Invoice # in subject line)
OR
Accounts Payable
The University of Texas
MD Anderson Cancer Center
P.O. Box 301401 – Box 199
Houston, Texas 77230-1401

Copies of invoices to be sent to:
Customer Name, Unit #
Customer Department
MD Anderson Cancer Center
1515 Holcombe Blvd.
Houston, TX 77030-4009

3.5 If MD Anderson's expenditures under this Agreement reach or exceed $100,000, Contractor will submit a plan for the utilization of Historically Underutilized Businesses ("HUB") in accordance with MD Anderson's requirements. If any purchase order issued for less than $100,000 in connection with this Agreement ultimately reaches or exceeds that amount due to later additions or other changes to this Agreement, Contractor will immediately comply with all HUB subcontracting requirements. Contractor may obtain information regarding such requirements from MD Anderson's HUB Associate Director at (713) 745-8300. If Agreement or any resulting purchase order is not conducive to HUB and/or subcontracting opportunities, MD Anderson's Supply Chain Management will execute the required MD Anderson form stating such. Otherwise, all HUB forms are attached hereto as Rider 104.

3.6 Contractor must reference the Purchase Order number and Contractor's Tax Identification number on all invoices. Moreover, all correspondence regarding this Agreement must reference the Agreement number.

3.7 Contractor will submit invoices within sixty (60) calendar days of completion of the work being invoiced. MD Anderson will not be obligated to pay invoices that are not received within sixty (60) calendar days of completion of the work, unless any valid delays are identified to, and approved in writing by, MD Anderson prior to the delay.

Section 4. PROJECT COORDINATOR & ACCEPTANCE OF WORK:

4.1 All work performed under this Agreement will be subject to the review, coordination, and approval of a Project Coordinator. Unless and until a successor is appointed by MD Anderson, the Project Coordinator will be:

_____

_____

4.2 All the work performed under this Agreement will be completed to the satisfaction of the Project Coordinator, who will, in all cases, determine the amount, quality, acceptability and fitness of the work that is to be paid for under this Agreement. The Project Coordinator will decide all questions that may arise as to the fulfillment of the Agreement on the part of Contractor, and the Project Coordinator's determination and decision thereon will be final and conclusive.

4.3 If the work performed by Contractor does not conform to the requirements of this Agreement as determined by the Project Coordinator, MD Anderson, at its option, may request Contractor to re-perform the work at no additional charge to MD Anderson or may request a deduction from the contract price as mutually agreed upon between Contractor and MD Anderson.

Section 5. ATTACHMENTS

The documents marked below are attached to and fully incorporated into this Agreement as substantive parts of this Agreement.			
	Rider 101. Scope of Work/Specifications		Rider 110. Source Code Escrow
	Rider 102. Fee Schedule		Rider 111. Business Associate Agreement
X	Rider 103. Standard Terms & Conditions		Rider 112. Project Requirements
	Rider 104. HUB Plan		Rider 113. Warranty
X	Rider 105. Contractor's Affirmations & Warranties		Rider 114. Network Connections
	Rider 106. Premises Rules		Rider 115. Tissue Requirement
	Rider 107. Travel Policy	**X**	Rider 116. Invoice Payment Requirements
	Rider 108. Data Compliance		Rider 117. Institutional Policies on Fraud, Hospital Compliance, and Non-Retaliation
	Rider 109. Confidential/Non-Disclosure Statement		Other

Having agreed to the foregoing terms, and with the intention of being bound, the parties have executed this Agreement as of the dates shown below.

The University of Texas
MD Anderson Cancer Center

_____
(Name)
Contract Manager
Supply Chain Management

_____
Date

[Insert Contractor's Name]

By: _____
Authorized Signature

_____
[Insert Name & Title]

_____
Tax Identification No.

_____
Date

Dear Vendor: Please review this three page agreement and all attached Riders.

REVIEW

This proposed Agreement and all "X" attachments have been reviewed and

( ) are acceptable

( ) are acceptable as noted

_____ Signed

_____ Printed Name

_____ Vendor

_____ Date

(This box is used for RFP responses only.)