

SALARY REIMBURSEMENT AGREEMENT
between
University of Houston (UNIVERSITY)
and
 _____ **(RECIPIENT)**

This Salary Reimbursement Agreement (this “Agreement”), is executed effective as of _____, 20__ (the “Effective Date”), by and between the University of Houston (“UNIVERSITY”) and _____ (“RECIPIENT”). Now therefore, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. This Agreement is being entered into for purposes of UNIVERSITY providing the services of the following UNIVERSITY employee (_____) to RECIPIENT, and such services are described in Exhibit A. This individual is and shall remain an employee of UNIVERSITY and UNIVERSITY shall be responsible for paying all wages and other compensation to this individual and is responsible for complying with applicable laws related to such employment. RECIPIENT shall reimburse UNIVERSITY for the salary and fringe benefits of the individual listed above on a cost reimbursement basis only, which means that cash must have been expended by RECIPIENT prior to being claimed for reimbursement. No advance payments will be permitted. The basis for reimbursement to be paid to UNIVERSITY is detailed below, and shall not exceed \$_____ for the term of this Agreement.

Category	Basis	Total
Salary		
Fringe benefits		
Total		

UNIVERSITY allocates actual fringe benefit amounts instead of calculating a percent of salary. In the event that actual fringe benefit costs are more than the amount estimated as shown above, RECIPIENT will reimburse the difference, provided, however, that the total reimbursement to UNIVERSITY during the term of this Agreement shall not exceed \$_____.

B. Payments to UNIVERSITY shall be made within 30 days after receipt of monthly invoices from UNIVERSITY, such invoices shall be sent in the form set forth on Exhibit B. Furthermore, all payments under this Agreement shall reference UNIVERSITY award number _____ and shall contain the name of the UNIVERSITY Principal Investigator, Dr. _____.

C. Each party to this Agreement is acting as an independent contractor in performing the services hereunder. Neither party is not to hold itself out as an employee or agent of the other. RECIPIENT shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

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D. This Agreement is entered into as of the Effective Date and shall terminate on _____, 20 ____.

E. Either party shall have the right to terminate this Agreement at any time prior to the Effective Date as set forth in this paragraph. Termination shall require at least thirty (30) days advance written notice which notice must be sent by a nationally recognized overnight delivery service capable of providing proof of delivery with such notice being deemed given upon receipt by the addressee. If either party defaults in the performance of its obligations under this Agreement and such default is not cured within ten (10) business days of receipt of written notice thereof, then the non-defaulting party shall have the right (in addition to other rights it may have) by further written notice to terminate this Agreement within five (5) business days of such further notice. In the event of any early termination, RECIPIENT must pay all amounts owed under this Agreement to UNIVERSITY up to and including the date of termination.

F. UNIVERSITY and RECIPIENT agree to be responsible for their own acts or omissions of negligence. To the extent authorized under the Constitution and laws of the State of Texas, RECIPIENT agrees to indemnify and hold harmless UNIVERSITY from any and all liabilities, claims or damages (including reasonable attorneys' fees) arising from the acts or omissions of RECIPIENT's activities under this Agreement. RECIPIENT shall maintain adequate insurance or self-insurance coverage related to its activities herein during the term of this Agreement.

G. Any notice required or permitted by this Agreement must be in writing and addressed to the party at the address set forth below, or such other address as is subsequently specified in writing. Notices will be effective as of the date: (i) delivered by hand or (ii) delivered by national courier service or Registered/Certified Mail, postage prepaid, return receipt requested.

To University:
University of Houston Division of Research Attn: Director, Post-Award 316 E Cullen Building Houston, Texas 77204-2015

To Recipient:

Attn: _____
Address: _____

H. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire agreement of the parties concerning the subject hereinabove mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties.

I. Nothing in this Agreement shall create any employer-employee, master-servant, partnership, agency or joint venture relationship between UNIVERSITY and RECIPIENT. Neither UNIVERSITY nor RECIPIENT shall have any authority to bind or act on behalf of the other party.

J. During the term of this Agreement, UNIVERSITY and/or its employees and graduate student(s) and RECIPIENT may exchange confidential information and materials including, but not limited to, data,

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drawings, models, processes, trade secrets and devices clearly marked or indicated as confidential or proprietary ("Confidential Information") to any third party. The receiving party may disclose Confidential Information to its employees and contractors who are involved in performing activities related to the purpose of this Agreement and who under obligation to maintain confidentiality. The obligations of confidentiality described herein shall not apply to any information which:

- (a) is in the public domain, or becomes public through no fault of the receiving party;
- (b) was known by the receiving party before disclosure by the disclosing party;
- (c) was obtained from a third party under no obligation of confidentiality not to disclose the information;
- (d) was developed by the receiving party independently of disclosures made under this Agreement;
- (e) is required by law or legal process to be disclosed; or
- (f) written permission for disclosure has been granted by the disclosing party.

K. This Agreement and the transactions contemplated herein are subject to UNIVERSITY's policies, including without limitation its policies related to intellectual property. Any intellectual property created by a UNIVERSITY employee, staff member or graduate student arising under the transactions contemplated under this Agreement shall be owned by UNIVERSITY, pursuant to UNIVERSITY policy.

L. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas exclusive of its conflicts of law provisions. Both parties expressly agree and submit to the exclusive jurisdiction of the courts of the State of Texas and the United States of America located in Harris County, Texas for any actions suits or proceedings arising out of or related to this Agreement.

M. This Agreement supersedes any and all other discussions, negotiations and representations of any kind and represents the entire agreement of the parties concerning the subject herein above mentioned. No modification of this Agreement shall be effective until such modification is reduced to writing and signed by both parties. This Agreement may be executed in counterparts.

N. Each party shall be excused from any breach of this Agreement which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

O. UNIVERSITY is a Texas state university and as such terms and conditions of this Agreement are binding on UNIVERSITY to the extent authorized under the Constitution and laws of the State of Texas. This Agreement is subject to disclosure under the Texas Public Information Act.

[Signatures on following page]

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EXECUTED EFFECTIVE AS OF THE DATE FIRST WRITTEN ABOVE.

UNIVERSITY OF HOUSTON

RECIPIENT

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Note: Modification of this Form requires approval of OGC

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Exhibit A

Description of Services:

Exhibit B

Sample Invoice

RECIPIENT:

Date: _____

PAYMENT ADDRESS:

INVOICE NO. _____

Grant No. _____

AWARD AMOUNT: \$ _____

Billing Period:

_____ to _____

Submit invoice to:

University of Houston
 Division of Research-Office of Contracts & Grants
 4302 University Drive
 E. Cullen Building, Room 316
 Houston, Texas 77204-2015
 Electronic: SUBAWARDS-L@listserve.uh.edu

Description/Cost Items	Amt Billed for Current Period From: To:	Cumulative Amt from Inception From: To:
Name of Individual		
Salary		
Fringe Benefits		
Total costs		

I certify that this request represents a reimbursement of actual costs incurred during the performance period and that these costs are appropriate and in accordance with the Salary Reimbursement Agreement this invoice arises under. RECIPIENT further certifies that payment made by RECIPIENT to UNIVERSITY under the aforementioned Salary Reimbursement Agreement shall not duplicate reimbursement of costs and services that are received from other sources.

Signed: _____
 Project Director/designated signatory

Approved for payment: _____
 RECIPIENT/authorized financial official