Visiting Faculty Agreement Form B

**VISITING FACULTY AGREEMENT**

[Form B - Other University Faculty Visits U.T.]

This agreement is made by and between The University of Texas at Austin (hereinafter "UT") and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ University (hereinafter "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_") this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 199\_.

WHEREAS, UT has need for the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Professor in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is willing and able to provide the services of Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW, therefore, in consideration of the mutual promises and consideration recited herein, the parties agree as follows:

I.

For the period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 199\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 199\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will provide to UT the services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Professor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ School of \_\_\_\_\_\_\_\_\_\_\_\_\_. Professor \_\_\_\_\_\_\_\_\_\_\_\_\_ will teach courses, as set forth in Attachment "A", in the UT School of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as a visiting faculty member under the direction of UT.

In consideration for the services of Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_, UT will pay to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ the sum of $\_\_\_\_\_\_\_\_\_\_\_\_. Payments will be made in \_\_\_\_\_\_\_\_ equal installments of $\_\_\_\_\_\_\_\_\_\_\_\_ and will be due on \_\_\_\_\_\_\_\_\_\_\_ respectively.

II.

During the term of this agreement, Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will remain at all times an employee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible for continuing Professor \_\_\_\_\_\_\_\_\_\_\_\_\_'s salary and fringe benefits. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be responsible for making all appropriate employee payroll deductions for Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ required by Federal or state law or authorized by Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_. For no purposes will Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_ be considered an employee of UT.

III.

UT will, to the extent permitted by the Constitution and laws of the State of Texas, indemnify and hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its officers, agents and employees harmless from any claims, causes of action, or judgments against them arising out of the negligent or intentional acts or omissions of UT, its Regents, officers, agents, or employees, and Professor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ while subject to the direction and control of UT in the performance of this Agreement. UT will not hold \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its officers and agents or any person not subject to UT's supervision and control.

IV.

This agreement may be terminated at any time by either party upon 60 days' written notice to the other. Any such termination will be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

This agreement constitutes the entire agreement between the parties with respect to the subject matter and no other agreements, either oral or written, will be effective to vary the terms hereof. No amendment to this agreement will be valid or binding unless reduced to writing and signed by the parties. Neither party may assign its interest under this agreement without the written consent of the other party. This agreement will be governed by, and interpreted in accordance with, the laws of the State of Texas. This agreement will not be effective until signed by an authorized UT official.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_University THE UNIVERSITY OF TEXAS AT AUSTIN By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Office of General Counsel Homepage](file:///N%3A/OGC/homepage.htm) Send comments to bpage@utsystem.edu Last updated: March 09, 1999

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