

**THE TEXAS A&M UNIVERSITY SYSTEM  
INTRASYSTEM FACILITY USE AGREEMENT**

This Intrasystem Facility Use Agreement ("Agreement") is entered into by and between the members of **THE TEXAS A&M UNIVERSITY SYSTEM** (the "A&M System") specified below as "Contracting Parties," pursuant to System Regulation 41.01.01, Section 11, Intrasystem Agreements.

**ARTICLE 1**  
**CONTRACTING PARTIES**

1.01 The Performing Member is \_\_\_\_\_  
(hereinafter "\_\_\_\_\_").

1.02 The Receiving Member is \_\_\_\_\_  
(hereinafter "\_\_\_\_\_").

1.03 \_\_\_\_\_ and \_\_\_\_\_ will be referred to herein collectively as "the Parties."

1.04 This Agreement may not be assigned by either party.

**ARTICLE 2**  
**SERVICES TO BE PERFORMED**

2.01 General.

(a) The property described as \_\_\_\_\_  
(the "Building") located at \_\_\_\_\_  
has been assigned by the A&M System to Performing Member.

(b) The portion of the Building to be used by Receiving Member is approximately \_\_\_\_\_  
square feet and will include room numbers \_\_\_\_\_ (the "Premises").

2.02 Space Use.

(a) During the Term, Performing Member agrees to provide Receiving Member with the exclusive use of the Premises and the nonexclusive use of all common areas and parking not otherwise reserved for exclusive use.

(b) Special Provision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(c) Special Provision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.03 Repairs and Improvements.

(a) Receiving Member may, at its cost, make repairs and/or construct improvements to the Premises during the Term of the Agreement as may be necessary and/or deemed required by Receiving Member for its use of the Premises.

(b) Any construction of improvements and/or repair plans, excluding minor repairs typically required for building occupation, must be approved in writing by Performing Member prior to commencement of the construction or repairs. Performing Member's approval of improvements or repairs will not be unreasonably withheld or delayed.

(c) Receiving Member will be responsible for the cost of any repairs due to damage of the Premises during the Term of the Agreement.

(d) Special Provision: \_\_\_\_\_

2.04 Furnishings and Equipment. Furnishings and equipment acquired by Receiving Member for use in the Premises will remain the property of Receiving Member and may be removed by Receiving Member at any time.

**ARTICLE 3**  
**AGREEMENT AMOUNT AND PAYMENT**

3.01 Fee.

(a) During the Term, Receiving Member will pay Performing Member \$\_\_\_\_\_ per month for the use of the Premises which is the nearest practicable estimate of the cost incurred by Performing Member for the Premises.

(b) The fee set forth in Section 3.01(a) will include all utilities, IT connections and basic support, and routine facility maintenance.

(c) Receiving Member will be responsible for any consumable supplies used in the Premises, personal protective equipment, and additional support services not mentioned in Section 3.01(b), and cleaning beyond routine facility maintenance.

**ARTICLE 4**  
**TERM OF AGREEMENT**

4.01 Term. This Agreement will commence on \_\_\_\_\_, 20\_\_ and will expire at midnight on \_\_\_\_\_, 20\_\_, unless terminated sooner by mutual agreement or as provided by Section 4.02 of this Agreement.

4.02 Early Termination. Either party may terminate this Agreement without cause by sending the other party sixty (60) calendar day's written notice stating the intent to terminate.

**ARTICLE 5**  
**NOTICE**

5.01 Notices. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

Performing Member:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

Receiving Member:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**ARTICLE 6**  
**CERTIFICATIONS**

6.01 By execution of this Agreement, the parties certify that:

(a) The resources and services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the contracting members of The Texas A&M University System;

(b) The resources and services contracted for are not required to be by Section 21 of Article XVI of the Texas Constitution to be supplied under contract given to the lowest responsible bidder; and

(c) The proposed arrangements serve the interests of efficient and economical administration of the State of Texas.

6.02 By execution of this Agreement, the parties bind themselves to the faithful performance of this Agreement.

**ARTICLE 7**  
**MISCELLANEOUS**

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**[SIGNATURES TO FOLLOW ON NEXT PAGE]**

Executed by the Performing Member this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by a duly authorized officer.

\_\_\_\_\_,  
a member of The Texas A&M University System,  
an agency of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Executed by the Receiving Member this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
by a duly authorized officer.

\_\_\_\_\_,  
a member of The Texas A&M University System,  
an agency of the State of Texas

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_