

THE STATE OF TEXAS

COUNTY OF TRAVIS

INTERAGENCY COOPERATION CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the *Interagency Cooperation Act*, Chapter 771, *Texas Government Code*.

I. CONTRACTING PARTIES:

The Receiving Agency: The University of Texas at Dallas  
Address: 800 West Campbell Road, Richardson, TX 75080  
Phone Number: 992-883-2955

The Performing Agency: The University of Texas at Austin, University of Texas Libraries  
Address: P.O. Box P, Austin, Texas 78713-8916  
Phone Number: 512-495-4380

II. STATEMENT OF SERVICES TO BE PERFORMED

This contract between the two agencies named above is being entered for purposes of combining technology and creative resources to establish a virtual library, the Texas Digital Library, to be headquartered at The University of Texas in Austin. The Texas Digital Library will provide a variety of communities within the state of Texas a cost-effective venue for the assembly and delivery of information including:

- availability of an institutional repository system
- availability of an electronic journal publishing system
- availability of online storage systems

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

The University of Texas at Dallas will provide \$50,000 annually for a minimum of three years to the Texas Digital Library.

IV. CONTRACT AMOUNT:

The total amount of this contract shall not exceed: \$150,000.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the

Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for services performed shall be billed: 1<sup>ST</sup> of September, yearly.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Addition by the University of Texas at Dallas:

Loss of Funding: Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

VI. TERM OF CONTRACT:

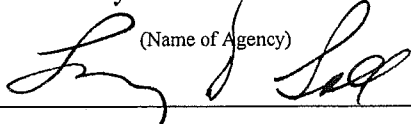
This contract is to begin September 1, 2006, and shall terminate August 31, 2009, with the right of renewal in one year increments extended annually.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the *Constitution of Texas* to be supplied under contract given to the lowest responsible bidder.

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

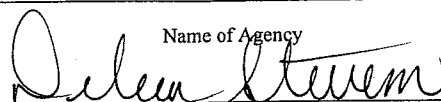
RECEIVING AGENCY

The University of Texas at Dallas

By:  (Name of Agency)  
Authorized Signature

PERFORMING AGENCY

The University of Texas at Austin

By:  (Name of Agency)  
Authorized Signature

**Debra Y. Stevarts**  
**Business Contracts Administrator**