**VISITING FACULTY AGREEMENT**

[Form A - U.T. Faculty Visits Elsewhere]

This agreement is made by and between The University of Texas at El Paso (hereinafter "UTEP") and the       University (hereinafter "     ") located at      .

WHEREAS,       has need for the services of      , Professor in the UTEP College/ School of      , and UTEP 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 of      , 20      through      , 20     , UTEP will provide to       the services of      , Professor of       in the UTEP College / School of      . Professor      will teach courses, as set forth in Attachment "A", in the       School       as a visiting faculty member under the direction of      .

In consideration for the services of Professor      ,      will pay to UTEP 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 UTEP. UTEP will be responsible for continuing Professor      's salary and fringe benefits. UTEP 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      .

**III.**

      will indemnify and hold UTEP, its Regents, 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      , its officers, agents, or employees, and Professor       while subject to the direction and control of       in the performance of this Agreement.       will not hold UTEP harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of UTEP, its officers and agents or any person not subject to      '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      .

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date established below.

|  |  |
| --- | --- |
| THE UNIVERSITY OF TEXAS AT EL PASO  | [UNIVERSITY] |
|   By:       Title:      Date:       |  By:       Title:      Date:       |

**ATTACHMENT “A”**

List of Courses

1.
2.

…