

**CONTRACT TRAINING AGREEMENT
BETWEEN
_____ COLLEGE CENTER FOR CORPORATE
TRAINING AND DEVELOPMENT AND
_____**

CONTRACT NO.:

COURSE NO./NAME:

DATE (S) OF TRAINING:

ADMINISTRATOR
RESPONSIBLE:

COMPANY BILLING

COMPANY CONTACT:

The parties to this Agreement are:

_____ College (hereinafter known as "College", a part of North Harris Montgomery Community College District (hereinafter known as "District"), a Texas public community college organized under Section 130.004(a) of the Texas Education Code, located at _____, Houston, Texas _____[zip code]; and _____, a Texas for-profit corporation, located at _____[address], (hereinafter referred to as "Corporation").

AGREEMENT

In consideration of the premises and mutual covenants expressed in this Agreement, College and Corporation agree that in exchange for the Training Fee to be paid by Corporation, College will provide Training as specified in this Agreement.

DEFINITIONS

In this agreement, the following terms have the meaning identified:

“Training” refers to:

- Participant materials
- A qualified trainer
- A class certificate
- Supervision of the instructional program

Learner outcomes for Training are attached.

The training schedule is as follows:

“Training Fee”:

- \$ ____ per hour for instruction, \$ ____ per hour for course materials.

RESPONSIBILITIES OF PARTIES

College is responsible to:

1. Designate an administrator to oversee and administer the responsibilities of this Agreement.
2. Provide a qualified trainer, training materials and equipment appropriate for the Training.
3. Assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by College for the Training.
4. Have the facility open and ready to be used on the date and time specified for training if Agreement specifies that Training will take place at the College.
5. Provide certificates of completion for participants who complete training requirements.

Corporation is responsible to:

1. Designate an administrator to communicate with College about any specific requirements of the training program.

2. Refrain from copying, reproducing, creating derivative works, publishing or further distributing training materials provided by College.
3. Notify College of any participants who are not residents of the State of Texas.
4. Provide any payment to College within 30 days of date of invoice.
5. Pay 25% of the Training Fee if Corporation cancels Training within less than fourteen calendar days' notice.

The following provisions are applicable to both Parties:

1. Nothing in this Agreement shall be read to make the employees or agents of either Party an employee or an agent of the other.
2. This Agreement constitutes all representations, oral and written, of the work to be performed and may be modified only in writing, signed by each party, after reasonable notice.
3. Corporation agrees that College or District may use its business name in the promotion of training services.
4. As a part of a public community college of the State of Texas, College is immune from actions in tort, except those arising from the use of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by College or an agreement by the parties to indemnify or hold each other harmless.
5. The College, as part of an institution of higher education and recipient of federal and state funds, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or veterans status in any program or activity of College. This Agreement and any Training offered pursuant to this Agreement is subject to the provisions of those laws and regulations, and Corporation agrees that it will cooperate in any civil rights investigation conducted by the College or any external agency regarding the services provided under this agreement. Both parties agree that nothing in this agreement is intended to or shall be interpreted to transfer the ownership of any intellectual property owned by or licensed to the use of either party.

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records. Please mail to:

Sylvia Ellis
Center for Corporate Training and Development
250 North Sam Houston Parkway East, Suite 114
Houston, TX 77060-2000
BUS: 281-260-3130
FAX: 281-260-3159

(Designated Officer of Corporation)
(Corporation Name)

Date

(Name of Director)
Director of Center for Corporate
Training and Development

Date

(President)
President, _____ College

Date