

Memorandum of Understanding for the Internship Program
BETWEEN
Texas A & M International University
AND
Webb County

This Memorandum of Understanding ("MOU") is hereby entered into by and between Texas A & M International University, a member of the Texas A & M International University System, an agency of the State of Texas (hereinafter called "University"), acting by and through its President, and Webb County, administrative agency of the State of Texas (hereinafter called "County").

PREAMBLE

WHEREAS, Webb County seeks the services of School of Engineering Students Interns; and

WHEREAS, Texas A & M International University wishes to work collaboratively in preparing and providing quality systems engineering education and training to Engineering students.

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

STATEMENT OF GENERAL DUTIES AND OBLIGATION

UNIVERSITY RESPONSIBILITIES

- A. *University will provide qualified system engineering student interns;*
- B. *University agrees to counsel student interns about professional responsibilities;*
- C. *University will be responsible for monitoring the conduct of student interns; and*
- D. *University agrees to offer an internship course as part of the program.*

WEBB COUNTY'S RESPONSIBILITIES

- A. *Webb County will provide professional level internship positions;*
- B. *Webb County agrees to supervise the work assigned to student intern;*
- C. *Webb County will be responsible for evaluating and submitting a confidential performance report to Systems Engineering Director;*
- D. *Webb County will select the student intern based upon its own evaluation of the student from his/her resume, transcript and/or interview.*

- E. *Webb County will provide intern with at least 200 hours of supervised work during the internship period or other arranged time period.*
- F. *Webb County will not require the intern to work during intern's scheduled class and examination times;*
- G. *Webb County will notify the Systems Engineering Director immediately if the intern's performance is not satisfactory or if the intern is not reporting for work as scheduled.*

PAYMENT

Student interns will provide their expertise at no cost to either Webb County or the University during period of the Internship:

INDEMNIFICATION

To the extent authorized by law, and without waiving or expanding any Statutory, Common Law, Governmental, or Sovereign Immunity, in consideration of the performance by both parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other party from and against any and all claims and liabilities from any acts or omissions of the other party's agents, servants, or employees in the performance of this agreement, except that no party shall indemnify the others for claims of liabilities arising solely from the negligent act or, or omission of the other party.

AMENDMENT

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this MOU shall be binding by an authorized representative of the parties hereto.

TERM, RENEWAL, AND TERMINATION OF AGREEMENT

This MOU will be effective January 20, 2016 through May 20, 2016. After this date, the MOU will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for successive one (1) year term. The parties reserve and have the right to terminate this MOU upon 90 days written notice to the other party(ies).

If at any time during the term of this MOU, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the MOU by giving the other party thirty (30) days written notice of its intentions to terminate.

SEVERABILITY

If any clause or provision of this MOU is determined to be illegal, invalid or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this MOU shall not be affected thereby, and it is also the intent of the parties to this MOU that in lieu thereof be added as part of the MOU a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

NON-DISCRIMINATION

Any discrimination by any party or their agents or employees on account of race, color, sex, age, religion, disability, national origin, or marital status in relation to the performance of any obligations or duties under this MOU is prohibited.

NOTICES

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Services, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipients at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. The University, and Contractor can change their respective notice address by sending to the other parties a notice of the new address. Notices should be addressed as follows:

To Webb County

Attn: Ms. Cynthia Mares
Administrative Services Director
1110 Washington St., Suite 204
Laredo, Texas 78042
Phone: (956) 523-4143
Fax: (956) 523-5012
Email: cmares@webbcountytx.gov

To Texas A&M International University

Texas A&M International University
Attn: Guillermo C. Dominguez
Director of School of Engineering
5201 University Blvd.
Laredo, Texas 78041-1900
Phone: (956) 326-2408
Fax: (956) 326-2439
Email: guillermoc.dominguez@tamiu.edu

GOVERNING LAW

The validity of this MOU and all matter pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedied, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

FORCE MAJEURE

No party to this MOU shall be required to perform any term, condition, or covenant in this MOU if performance is delayed or prevented by force majeure which shall mean natural occurrences, fires, acts of God, strikes, lockouts, materials or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this MOU and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

DISPUTE RESOLUTION

In the event of a dispute both Webb County and TAMIU pledge in good faith to go forward with this MOU and to further the goals and purposes of this MOU, subject to the terms and conditions of this MOU. The Parties shall attempt to resolve disputes through good faith discussions. This paragraph does not prevent either party to unilaterally withdrawing at any time from this MOU pursuant to the Term, Renewal, and Termination of MOU paragraph.

INSURANCE

The liability of the Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

CAPTIONS

The captions contained in this MOU are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

AUTHORITY

The signers of this MOU hereby represent and warrant that they have authority to execute this MOU on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this the _____ day of _____, 2016.

TEXAS A&M INTERNATIONAL UNIVERSITY

By: _____

Guillermo C. Dominguez
Director of School of Engineering

COUNTY OF WEBB

Honorable Tano E. Tijerina
Webb County Judge

ATTESTED

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney*

*By Law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advice or approve a contract or legal documentation on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorneys.