**VISITING FACULTY AGREEMENT**

[Form B - Other University Faculty Visits U.T.]

This agreement is made by and between The University of El Paso (hereinafter "UTEP") and the       University (hereinafter "     ") this       day of      , 20     .

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

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

III.

UTEP will, to the extent permitted by the Constitution and laws of the State of Texas, indemnify and hold      , its 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 UTEP, its Regents, officers, agents, or employees, and Professor       while subject to the direction and control of UTEP in the performance of this Agreement. UTEP will not hold       harmless from claims, causes of action, or judgments arising out of the negligent or intentional act or omission of      , its officers and agents or any person not subject to UTEP '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 Texas. This agreement will not be effective until signed by an authorized UTEP official.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

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

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