



4. Dispute Resolution. In the event that TTUHSC and WTC hereto fail to agree with respect to any matter covered by this agreement, other than termination without cause, this issue in dispute shall be submitted to non-binding arbitration or to mediation, conducted pursuant to Chapter 154, Alternate Dispute Resolution Procedures, Texas Civil Practice and Remedies Code, each party to be responsible for its own costs. This clause will survive the expiration or termination of the Agreement, whether for cause or without cause.
5. Venue and Governing Law. This Agreement shall be governed by and constructed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice and Remedies Code and any amendments thereto.
6. Authority.
 - a. The person(s) executing this Agreement on behalf of TTUHSC and WTC warrant and guarantee that each has been duly authorized to execute this Agreement on behalf of the parties and to validly and legally bind the parties to all of its terms, performances, and provisions.
 - b. Neither TTUHSC nor WTC shall have the authority to represent or otherwise bind the other, nor shall any of their respective agents, employees or representatives be constructed to be the agent, employee or representative of the other.

Executed in " _ " original counterparts on this _\$rd_ day of _September_ _ , 2019



P

[Penny Harkey \(Sep 3, 2019\)](#)

Texas Tech University
Health Sciences Center



Sep 3, 2019

Date