

February 2017

3.425 Contract Review

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ANTIOCH UNIVERSITY

Type of Policy <input checked="" type="checkbox"/> University <input type="checkbox"/> Interim		Contract Review Policy Policy 3.425	
Business Management Policies		Effective date: February 13, 2017	
Policy History:	Approved by:	Resolution #	Date
	Chancellor	N/A	February 13, 2017
Revised:			
Responsible Office	Responsible Administrator:	Contact information	Applies to:
Office of University Counsel	Office of University Counsel	(603) 283-2436	All Campuses

I. Introduction.

It is the responsibility of the Office of University Counsel (OUC) to review all contracts to which the University is a party prior to their execution. This is a University wide process that applies to all campuses and programs within Antioch University (“University”), although employee contracts which are normally processed through Human Resources (“HR”) will continue to be processed through HR.

II. Reason for Policy.

Faculty and staff throughout the University regularly receive proposed contracts from outside parties such as vendors, educational institutions and agencies. Because the University will be required to comply strictly with the terms of contracts to which it is a party, it is important to ensure that contracts clearly and accurately express the intent of both parties, and fall within University policies and applicable laws and regulations. Office of University Counsel review serves to minimize risk, avoid litigation and protect the interests of the University.

III. Application.

This policy applies to the following:

- A. **Contracts.** A contract is any agreement, whether or not it is titled “contract”, which creates a legal obligation for the University. Contracts may involve money (for example, an agreement to purchase goods or services), but may also involve a promise to do something (for example, an agreement to collaborate with another institution or agency) with no monetary compensation. Contracts include, but are not limited to: academic grants and contracts; addenda or amendments to existing contracts; Affiliation Agreements; construction and maintenance agreements; deeds; financing agreements; intellectual property or other licenses; lecture or performance agreements; letters or emails of agreement; loans; Memoranda of Agreement; Memoranda of Understanding; non-disclosure agreements; procurement agreements; promises to pay; promissory notes; purchase orders; releases; separation agreements; settlement agreements; software purchases or subscriptions; subleases, and waivers; and terms and conditions related to all types of transactions. Contracts may be entered into in a variety of ways: through a physical or electronic signature, or even by checking a box indicating agreement with terms and conditions.

- B. **Contract Manager.** The Contract Manager is the individual, group or department that controls the contract. The Contract Manager is responsible for submitting the contract to the Office of University Counsel for review.

IV. Policy Details.

Contract review will follow the following process:

- A. Initial review by the Contract Manager;
- B. Additional University office review as determined by the Contract Manager;
- C. Contract execution; and
- D. Submission of executed contract to OUC.

V. Administrative Procedures

- A. **Initial Review by Contract Manager.** The purpose of initial review is for the Contract Manager to understand how the contract will operate. The Contract Manager will read the contract carefully, focusing on the business implications of the terms and conditions. The Contract Manager must determine whether the contract meets the needs of the

University, and whether terms need to be negotiated with the other party. The initial review should include consultation with employees who will use the goods and/or services and those who will be responsible for contract administration and payment authorization. In addition, the Contract Manager should determine whether the contract needs to be reviewed by any other office within the University based on University or departmental policies, rules or procedures, and as set forth in Form 3.425:01 (Contract Review Routing Form), which must be submitted to the OUC along with the contract to be reviewed. For example, all leases must be reviewed by the Finance Office, all technology contracts must be reviewed by IT, all academic agreements must be received by the Vice Chancellor for Academic Affairs, and all campus/program agreements must be reviewed by the Provost.

Additional issues that must be considered during the initial review include:

1. Are the contract's terms and conditions clear, consistent, and acceptable to Antioch University?
2. Is it clear what is expected of each party and when? That is, are there specific deliverables and due dates?
3. Does the contract fall within the amount budgeted for the expense?
4. Is the contract appropriate to serve the campus and department's mission and responsibilities?
5. Are the goods and/or services to be provided optimal for the University in terms of quality and cost?
6. Does the contract include the entire understanding between the parties, without additional explanations or promises that are not written in the contract?

B. Office of University Counsel Contract Review Process

1. Process for Submitting Contracts for Review. Contracts should be sent via email in MS Word format to the Office of University Counsel Legal Assistant, with a subject line that reads "Contract for Review". The contract should be accompanied by Form 3.425:0. The Legal Assistant will log in the contract and assign it to an attorney for review. The email should include any background information, special circumstances, concerns or questions raised by the contract. Contact information for the Office of University Counsel is available at:
<https://www.antioch.edu/resources/general-information/university-counsel/>

2. Lead Time for Proposed Contracts. The Office of University Counsel normally requires three (3) weeks to review and comment on proposed contracts. Should questions arise during the Office of University Counsel's review, or during contract negotiations, it may take longer than three weeks for final approval. The Office of University Counsel will do its best to accommodate contracts that require a shorter lead time, as workload allows.
3. Lead Time for New Contract Preparation. There are times when a University employee may request that the OUC draft a contract for a specific situation. In those cases, the Office of University Counsel requires three weeks to draft new contracts. Should questions arise during drafting or during contract negotiations, it may take longer than three weeks for final drafting. The Office of University Counsel will do its best to accommodate contracts that require a shorter lead time, as workload allows.
4. Legal Terms and Conditions Review. The assigned attorney will review contracts for form, legal sufficiency, and compliance with applicable laws and/or University policy. The attorney will identify any aspects of the contract that may be unfavorable for the University from a legal standpoint, and will identify any contract provisions that may need to be included to protect the University from unnecessary risk.
5. Business Terms Review. The assigned attorney may provide comments or questions regarding the business and/or financial implications of the contract. However, Office of University Counsel review is not intended to substitute for the business judgment of the Contract Manager and other University offices with which the Contract Manager consults.
6. Contract Approval/Revision. After reviewing the contract, the attorney will provide an email to the Contract Manager either approving the contract for signature, or requesting revisions. It generally works to the advantage of University for the Contract Manager to work through any revisions with the other party. The Office of University Counsel will provide support to the Contract Manager during the revision and/or negotiation process.
7. Contract Execution. When agreement as to contract terms is complete, the Contract Manager will be responsible for obtaining the signature from the authorized University signatory and forwarding the contract to the other party for signature. The Contract Manager will be the point of contact for the other party. If the other party (or its representative) reaches out directly to other individuals within the University, that party should be referred back to the Contract Manager.

C. **Contract Tracking.** Once a contract has been signed by both parties, it is

the responsibility of the Contract Manager to provide the Office of University Counsel with a fully-executed electronic copy of the contract for the Office file. The contract review process is not complete until a copy of the executed contract has been returned to the OUC.

VI. Failure to Comply with Contract Review Policy.

Employees are reminded that failure to comply with this contract review policy may result in the following consequences:

- Unnecessary expense to University;
- Exposure to litigation, enforcement action, or audit violations;
- Assessment of penalties and/or fines;
- Employee may be subject to disciplinary action;
- Employee may be subject to personal liability; and
- Contract may be void or voidable.

VII. History and Updates

VIII. Appendices

- Affiliation Agreement Template
- Collaboration Agreements Template
- Independent Contractor Template
- Purchase Order Template

Policy Cross Reference

Expenditure, Contract and Signature Authority Policy	Policy # 2.403
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Form Cross Reference

Contract Review Routing Form	Form #3.425:01
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ANTIOCH UNIVERSITY

AFFILIATION AGREEMENT

This Agreement is made and entered into by and between [ENTITY NAME] (“[SHORT NAME]”) and Antioch University, dba Antioch University _____ (“Antioch”) to set forth the terms and conditions under which the parties will jointly undertake a program of instruction (“Program”) for Antioch’s students (“Students”). In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as set forth below:

GENERAL PROVISIONS

1. Student Placement Agreements. The parties agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, the parties shall develop Student Placement Agreements to formalize operational details of the Program. These details may include, but are not limited to, the following:

1.1 Beginning dates and length of experience;

1.2 Number of Students to participate in the Program;

1.3 Specified days, hours and locations for the Program;

1.4 Specific learning objectives and performance expectations for Students;

1.5 Specific allocation of responsibilities for the Faculty Liaison, Supervisor, and Preceptors, if any, as referenced in Section 14 of this Agreement, which shall include a written plan for Student supervision and orientation to [SHORT NAME]; and

1.6 Timeframes and format for Student program reports and evaluation forms.

Student Placement Agreements will be considered to be attachments to this Agreement, and will specifically reference this Agreement. The Student Placement Agreement will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party. In the event of a conflict between the terms of the letter agreements and this Agreement, the latter shall prevail.

2. Student Responsibilities. The parties acknowledge and agree that Students participating in the Program will have the status of learners. [SHORT NAME] will not utilize Student services

in lieu of those of professional or nonprofessional staff. As a part of the Program Students may provide patient care related services, but any such service rendered by Students is incidental to the educational purpose of the Program.

2.1 Student Status.

Students assigned to [SHORT NAME] as part of the Program are and will remain students of Antioch, and will in no sense be considered employees of [SHORT NAME]. [SHORT NAME] does not and will not assume any liability under any law relating to Worker's Compensation on account of any Antioch student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed under this Agreement. However, nothing in this section shall prohibit [SHORT NAME] from awarding stipends to students.

3. Compensation. There will be no payment of charges or fees between the parties.

4. Nondiscrimination. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, religion, color, sex, age, marital status, or the presence of any sensory, mental or physical disability. The parties further agree to comply with all applicable federal, state or local laws pertaining to discrimination.

ANTIOCH'S RESPONSIBILITIES

5. Academic Program Administration. Antioch will be responsible for instruction and administration of the Students' academic experience. Antioch shall have full authority to determine the requirements for each Student's matriculation and participation in the Program, and for decisions regarding evaluation, promotion, graduation, and the awarding of degrees.

6. Program Curriculum and Administration. Antioch shall design and deliver the curriculum for the Program, including development of Student learning objectives, and identify appropriate learning activities during placement at [SHORT NAME].

6.1 Antioch Policies. Upon request, Antioch shall provide [SHORT NAME] a statement of its policies on illness and injury, time loss, attendance requirements, and any other policy applicable to Student performance during the Program.

6.2 Evaluation Tools. Antioch will provide forms for the evaluation of Students, and will notify [SHORT NAME] of grading deadlines.

7. Faculty Liaison. Antioch will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with [SHORT NAME]. Antioch agrees to notify [SHORT NAME] in writing of any change of its Faculty Liaison.

8. Students. Antioch will select Students for participation in the Program at [SHORT NAME] and will notify [SHORT NAME] in writing of any change in a Student's status.

8.1 Academic Information. Antioch will provide [SHORT NAME] information pertaining to relevant education and training for all Students enrolled in the Program before the commencement of the Program.

8.2 Additional Required Documentation. Upon request, Antioch shall provide information sufficient for [SHORT NAME] to obtain, at its own expense, criminal background check and health screenings.

8.3 Student Health Insurance. Antioch will encourage each Student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Program. Antioch will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

9. Withdrawal and/or Removal of Students. Antioch is responsible for withdrawal of a Student from the Program if [SHORT NAME] or Antioch determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by [SHORT NAME] to be dangerous or disruptive, [SHORT NAME] shall have the right to immediately correct the situation, which may include the removal of the Student from [SHORT NAME] facilities.

10. Insurance. Antioch shall provide professional liability coverage by either a policy or verification of applicable self-insured retention for Students and Faculty Liaisons with minimum amounts of One Million Dollars (\$1,000,00.00) per occurrence and Three Million Dollars (\$3,000,00.00) in the aggregate, agreed to by both parties, and, upon request, to deliver a certificate or other evidence of such insurance to [SHORT NAME].

[SHORT NAME]'S RESPONSIBILITIES

11. Learning Experience. [SHORT NAME] will provide, within the limits of its facilities and staff and consistent with its goals, a clinical education experience for Students enrolled in the Program.

12. Site Supervisors. In accordance with the specific terms of the applicable Student Placement Agreement described in Section 1 above, [SHORT NAME] will designate in writing Supervisors, if any, to supervise the learning experiences of the Students, and will designate in writing one person to serve as the Supervisor, who will maintain contact with the Faculty Liaison to assure mutual participation in and review of the Program and Student progress. [SHORT NAME] will notify Antioch in writing of any change or proposed change of the Supervisor.

13. Student Orientation. [SHORT NAME] will provide an orientation for students prior to the start of the Program. The orientation will provide Students with information regarding [SHORT NAME]'s policies and procedures, including but not limited to safety regulations and procedures.

14. Compliance with Antioch's Policies. [SHORT NAME] agrees to comply with Antioch's policies regarding treatment of students. Antioch will supply relevant policies in accordance with Section 6.1 above.

15. Evaluation and Reporting. [SHORT NAME] will submit required reports on each Student's performance and will provide an evaluation to Antioch on forms provided by Antioch. [SHORT NAME] will notify Antioch of any significant situation or problem that may threaten the successful completion of the Program by the Student. [SHORT NAME] will treat Students' performance evaluations and other records as confidential, in accordance with the Family Education Rights and Privacy Act (FERPA).

16. Students with Disabilities. [SHORT NAME] will provide reasonable accommodations, as defined by the Americans with Disabilities Act, in order to allow Students with disabilities access to the education experience. Antioch will provide [SHORT NAME] with information regarding requested accommodations prior to the beginning of the rotation, or as soon as possible upon receiving notice of the requested accommodation.

17. Resources. [SHORT NAME] will provide Students with access to sources of information necessary for the Program consistent with [SHORT NAME]'s policies and procedures and commensurate with patients' rights, including library resources and reference materials.

18. Supplies and Equipment. [SHORT NAME] will make available to Students basic supplies and equipment reasonably necessary to provide services as part of the Program.

19. Emergency Care. On any day when a Student is participating in the Program at its facilities, [SHORT NAME] will provide to such Student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the Student can be transferred to another appropriate care setting. Such emergency care will be provided on a fee-for-service basis. Except as expressly set forth herein, [SHORT NAME] shall have no obligation to furnish medical care to any Student.

LIABILITY AND INDEMNIFICATION

20. Indemnification. Either party shall, at its own expense, indemnify, defend, and hold harmless the other, its employees, trustees, officers, and agents from and against any losses, liability, damages, penalties, costs, fees, including without limitation reasonable attorney fees, or expenses from any claim or action, including without limitation for bodily injury or death, arising out of or in any way related to the negligent or intentional acts or omissions of the itself, its trustees, officers, employees, or agents.

TERM AND TERMINATION

21. Term. This Agreement is effective beginning **DATE** and will continue for five years.

22. Termination. This Agreement may be terminated by either party upon 60 (sixty days) days prior written notice. Students in good standing currently matriculated in a Program that is in

progress at the time of termination may complete that rotation in accordance with this Agreement.

22.1 Immediate Termination as to Individual Students. [SHORT NAME] reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption and to ensure quality of patient care. [SHORT NAME] agrees to provide immediate notice to Antioch of any such termination.

MISCELLANEOUS PROVISIONS

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

24. Amendment. This Agreement may only be modified by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

25. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with and any claim or dispute relating thereto will be governed by the laws of the State of .

26. Representatives. The parties designate an individual as their respective representative (each, a "Representative") to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by Antioch or [SHORT NAME], will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

Site Representative	Antioch Representative
Name:	Name:
Address:	Address:
Tel:	Tel:
Fax:	Fax:
Email:	Email:

27. Notice to Representatives. Each party may designate a change of representative and/or address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

28. Survival. Antioch and [SHORT NAME] expressly intend and agree that Sections 14 and 19 of this Agreement will survive the termination of this Agreement for any reason.

29. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

30. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

31. Inspection. [SHORT NAME] will permit, on reasonable notice and request, the inspection of hospital and related facilities by agencies charged with responsibility for accreditation of Antioch.

32. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, including but not limited to ADA, HIPAA and FERPA; and (ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

ANTIOCH UNIVERSITY	[ENTITY NAME]
By	By
Name Provost, Antioch University XX	_____ Insert Signatory Name, Title
Date	Date

ANTIOCH UNIVERSITY

ANTIOCH UNIVERSITY
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement (“Agreement”) sets forth the terms and conditions under which _____ (“Contractor”), and **Antioch University d/b/a Antioch University** _____ (“Antioch” or “AUX”), agree that Contractor shall provide _____ services from include time frame if applicable.

Now, therefore, the parties agree as follows:

1. Scope of Work. Contractor will perform the services described in the Scope of Work, attached as Exhibit A. Should there be a conflict between the terms indicated in Exhibit A and this Agreement, this Agreement will govern. Contractor shall use best efforts in rendering the services and shall perform all services in a professional and workmanlike manner.
2. Compensation and Billing. The price and consideration for which this agreement is made shall be \$ _____, set forth in Exhibit A. At intervals as set forth in Exhibit A, or upon completion of the work set forth in Exhibit A, Contractor will submit Invoice(s) for services, which will be due and payable to Contractor within thirty days of receipt by Antioch.
3. Term. This Agreement shall be effective on _____ (the “Effective Date”) and shall continue until DATE or for ___ months/years.
4. Termination. Either Party may terminate this Agreement for any reason upon 10 days written notice to the other Party. Upon termination, Contractor shall be entitled to receive any compensation and expenses incurred which is accrued and payable under the terms of this Agreement, but unpaid as of the date of termination. Contractor shall provide a final invoice within 10 days of termination.
5. Representatives. Antioch’s representative for purposes of administration of this agreement shall be Name, Title of the Campus, Department.
6. Independent Contractor Relationship. The relationship between the Parties shall be solely that of independent contractors engaged in the operation of their own respective businesses. This Agreement does not constitute a hiring of Contractor as an employee of Antioch. Neither Party is or shall be deemed or construed to be an employee or agent or representative of the other Party for any purpose whatsoever. Contractor is under the control of Antioch only to the extent of the nature and approximate timing of the services it is asked to perform, and not as to the details and means by which such services are performed. Contractor is permitted to provide services to any party in addition to Antioch as long as it is able to fulfill its obligations to Antioch under this Agreement. Antioch shall not make any premium payments or contributions for any worker’s compensation or unemployment compensation for Contractor, and shall not make any contributions on Contractor’s behalf for Medicare, Social Security or any other required employment taxes. Contractor is and shall be responsible for paying all applicable federal and state income and business taxes due to government agencies with respect to the performance of services under

this Agreement. Contractor understands that it will not be entitled to receive any employment or post-employment benefits from Antioch.

7. Records and Property. All records created or maintained by Contractor during the course of its retention under this Agreement shall be and shall remain the property of Antioch and shall immediately be returned to Antioch upon termination of this Agreement.

8. Rights to Works. Choose one:

- a.) All works which Contractor creates under this Agreement, and all intermediate works, including notes, outlines, presentation materials, presentation recordings, reports and the like, created in connection therewith and other work product in any format written or prepared pursuant to this Agreement shall be the mutual property of both Parties. Either Party may use, reproduce, publish or distribute them provided that the materials acknowledge the contributions of Antioch faculty, staff or students. (For academic collaborations)
- b.) All works which Contractor creates under this Agreement will be owned by Antioch University. Contractor may use, reproduce, publish or distribute them with prior written permission of Antioch University. (For all other uses)

9. Indemnification. Each party shall protect, indemnify and save harmless the other party, and the other party's trustees, directors, officers, employees, agents and representatives, from and against any and all claims, causes of action, damage and expense occasioned by or arising out of any occurrence causing or inflicting injury or damage from its negligent, reckless or intentional acts or omissions, or those of its employees, agents or invitees.

10. Insurance. Contractor shall maintain, at its own expense, commercial liability coverage, and shall provide proof of such insurance upon request.

11. Assignment. Contractor shall not assign its interest in this Agreement without the prior written consent of Antioch.

12. Confidentiality. Contractor shall treat any and all proprietary information about Antioch, including but not limited to student and business information acquired during the course of this agreement, as confidential, and shall not disclose such information to third parties. This duty of confidentiality continues after termination of this agreement.

13. Miscellaneous.

- a.) Entire Agreement/Amendment. The parties agree that this Agreement represents the entire agreement between the parties. This Agreement may be amended or extended by the mutual written consent of the parties.
- b.) Applicable Law. The parties agree that any disputes arising under this Agreement shall be settled according to applicable laws of the State of .
- c.) Non-Waiver. No delay or omission by Antioch in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by Antioch on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
- d.) Notices. All notices given under or related to this Agreement shall be in writing and delivered by hand, by certified mail, postage pre-paid, return receipt requested, by express mail express courier service or by electronic transmission. Except as otherwise provided herein, notice shall be deemed given when so delivered by hand, or if mailed by certified mail, two days after it is

deposited with the U.S. Postal Service, or if sent by express mail or express courier service, one day after it is deposited with the U.S. Postal Service or such other service, or if sent by electronic transmission, on the date received by the addressee. The parties' respective addresses for purposes of notice shall be as follows, unless and until a different address is specified by either party:

Antioch University [redacted]	Contractor Name
Office of the Provost	
Address	Address
Email address:	Email address:
Phone	Phone

e.) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

ANTIOCH UNIVERSITY

By: _____
 [redacted], PhD
 Provost, Antioch University XX

Date: _____

CONTRACTOR

By: _____
 Name and Title

Date: _____

EXHIBIT A

Scope of Work

Contractor Name:

Duties to Be Performed:

Deliverables to be Submitted:

Time Frame for Completion/Schedule:

Materials to be Provided by Antioch:

Materials to be Provided by Contractor:

Compensation Amount: (rate per hour, lump sum, etc.)

Compensation to be Invoiced: (weekly, monthly, upon completion, etc.)

Expenses to be Paid by Antioch: (x# of car trips at \$.xx per mile, specified office supplies, # meals, # night lodging, etc.)

Additional Details:

ANTIOCH UNIVERSITY

Collaboration Agreement

between

Antioch University and **ORGANIZATION**

THIS **Agreement** (“Agreement”) sets forth the terms and conditions under which Antioch University, doing business as Antioch University [REDACTED] (“AUXX”), having a principal place of business at 40 Avon Street, Keene, New Hampshire 03431, and the **ORGANIZATION**, Inc. (“XXX”), having a principal place of business at **ADDRESS** (collectively, the “Parties” and individually a “Party”) intend to work together to plan, develop, and deliver educational programming. The Agreement documents and affirms the Parties’ intent to collaborate in good faith for mutual benefit, and their joint commitment to providing experiential learning and leadership and professional development.

1. Background and Vision

The **ORGANIZATION** (XXX) is a non-profit organization whose mission is to [REDACTED].

Antioch University [REDACTED] provides transformative education through scholarship, innovation, and community action for a just and sustainable society. AUXX’s core values include (feel free to edit to fit the subject matter) ecological stewardship and social justice, cultivating local as well as global perspectives to educate students with diverse backgrounds to become leaders of change. AUXX faculty members engage in a wide range of research and scholarly activities with potential for collaboration with XXX, including areas of focus in conservation biology, environmental education, conservation psychology, and sustainable development.

The mission and goals of XXX align with and complement AUXX’s mission, vision, purpose and values. By collaborating, AUXX and XXX will advance their respective goals to (feel free to edit to fit the subject matter) develop the next generation of conservation leaders and inspire lifelong environmental stewardship.

2. Roles and Responsibilities

AUXX will (feel free to edit to fit the subject matter) explore (or “discuss”, “develop” and “collaborate”) areas of collaboration to complement and enhance educational

opportunities for XXX volunteers, such as jointly developing curricula and delivering academic credit-bearing courses and certificate programs.

As the discussions and activities contemplated by this Agreement progress to the point that specific details of proposed cooperative activities are identified and agreed upon, the Parties will enter into an Implementation Agreement that identifies, *inter alia*, the personnel and/or materials involved, the duration of the activity, the costs, the respective obligations of the parties, and the source of funding required or committed to support the activities. The Parties may enter into a single Implementation Agreement or a series of Implementation Agreements, depending on the nature of the proposed collaboration.

3. **Proposed Areas of Collaboration** (feel free to edit to fit the subject matter—use “could”, as opposed to “will”)

- **Educational and experiential opportunities for students and service members** – AUXX and XXX will explore ways to provide novel opportunities to students and service members of the respective organizations that also further each organization’s goals and mission. AUXX could, for example, offer academic credit for XXX service, thereby providing an accelerated pathway for XXX students and alumni to pursue relevant graduate study at reduced cost. AUXX could provide trainings for new or current XXX members to help them be more effective in their positions and improve their employability beyond XXX service. XXX could provide service, capstone, and internship positions to AUXX students and alumni thereby providing hands-on experience in environmental fields. AUXX could partner with XXX to develop an integrated academic and service pathway where students could enroll at AUXX to learn advanced skills needed to fill specific XXX service positions, and then complete a term of service with XXX in one of those positions as part of their academic studies. Another potential effort could focus on developing academic/service pathways for veterans.
- **Marketing and Recruitment** – AUXX and XXX could engage in joint marketing to highlight these opportunities. This could include highlighting both organizations on relevant websites and marketing materials. AUXX could promote XXX service opportunities on job boards and through emails to students. If a mechanism is established for awarding credit for XXX service, XXX and AUXX could jointly promote this as a key feature of the partnership and benefit to members.
- **Fundraising/Proposal Writing** – AUXX and XXX could collaboratively explore and pursue opportunities for funding that enhance the ability of each organization to further its mission and values. Potential funding areas include conservation psychology, conservation leadership, environmental education, and urban environmental education. In seeking joint funding, AUXX could contribute expertise

in program evaluation.

- **Staff/faculty enrichment** – AXXX and XXX could develop opportunities to provide professional enrichment to staff and faculty. XXX could present to AXXX faculty, staff, and students. Similarly, AXXX faculty, staff, or students could present to XXX staff. AXXX faculty could also share relevant resources bibliographies etc. In addition, AXXX and XXX could explore opportunities to develop pathways for XXX staff to enroll in degree or certificate programs.

4. **Timeline** (feel free to edit to fit the subject matter—use “squishy” works like “could”, as opposed to “will”)

Initial efforts will focus on establishing a mechanism for AXXX to award credit to XXX alumni for their service. Once this is established, AXXX and XXX will follow up with joint marketing to publicize and promote this opportunity.

Both groups will plan a follow up meeting to develop marketing about this opportunity and to determine next steps. Among additional next steps, representatives from XXX will be scheduled to present at AXXX and a matching presentation will be scheduled for representatives from AXXX to present at XXX. Ongoing discussions on next steps will focus on seeking joint funding and exploring opportunities for collaborative academic and service pathways.

5. **Contact Individuals**

AXXX

XXX

Name, Title

Email

Phone

6. **Compensation.**

No compensation to or from either AXXX or XXX is contemplated or required as a condition of this Agreement, and no specific obligations are created or imposed on either Party. In the event that AXXX and XXX agree to collaborate on grant proposals, jointly solicit contributions from donors, or generate revenue through joint activities, the terms and conditions of such endeavors will be negotiated on a case by case basis, and documented in a separate agreement.

7. **Intellectual Property**

All currently existing intellectual property, including courses, curricula, publications and print materials, patents pending, know-how, and trade secrets relating to Antioch University (“Background Information”) now belonging to Antioch University or to any of its officers, trustees or employees and recorded or protected in any form, shall remain the exclusive property of AUXX and are not subject of this agreement.

All currently existing intellectual property, including courses, curricula, publications and print materials, patents pending, know-how, and trade secrets relating to the ORGANIZATION (“Background Information”) now belonging to XXX or to any of its officers, trustees or employees and recorded or protected in any form, shall remain the exclusive property of XXX and are not subject of this agreement.

Intellectual property that is jointly created by the Parties will be jointly held. Any work undertaken by either Party as a “work for hire” will be property of the Party that generates the work.

8. **Work Product**

All jointly created manuals, educational materials, reports and other work product in any format written or prepared pursuant to this Agreement shall be the mutual property of both Parties. Either Party may use, reproduce, publish or distribute them provided that the materials acknowledge the respective contributions of AUXX and/or XXX faculty, staff or students. Either Party may use the other’s name, approved logos, and the fact of this agreement for publicity, advertising or promotional purposes, with prior written approval of the other Party.

9. **Term**

This Agreement shall be effective as of the date signed by a duly authorized representative of each Party (the “Effective Date”). The term of the Agreement (“Term”) shall commence upon the Effective Date for a period of five (5) years. The Agreement may be extended upon written agreement, as signed by a duly authorized representative of each Party.

10. **Termination**

Either Party may terminate this Agreement for any reason upon 90 days’ written notice to the other Party of termination. The terms of Sections 12-15 shall survive this Agreement.

11. **Independent Contractor Relationship**

The relationship between the Parties shall be solely that of independent Parties engaged in the operation of their own respective businesses. Neither Party, nor any of its officers, employees, faculty members or students, is or shall be deemed or construed to be an employee or agent or representative of the other Party for any purpose whatsoever.

This Agreement does not constitute a hiring of XXX, its principals or its employees, as an employee of AUXX. AUXX shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for XXX, and shall not make any contributions on XXX's behalf for Medicare, Social Security or any other required employment taxes. XXX is and shall be responsible for paying any applicable federal and state income and business taxes due to government agencies with respect to the performance of services under this Agreement. XXX understands that it will not be entitled to receive any employment or post-employment benefits from AUXX.

This Agreement does not constitute a hiring of AUXX, its principal or its employees, as an employee of XXX. XXX shall not make any premium payments or contributions for any worker's compensation or unemployment compensation for AUXX, and shall not make any contributions on AUXX's behalf for Medicare, Social Security or any other required employment taxes. AUXX is and shall be responsible for paying any applicable federal and state income and business taxes due to government agencies with respect to the performance of services under this Agreement. AUXX understands that it will not be entitled to receive any employment or post-employment benefits from XXX.

12. **Indemnification**

Each Party shall hold harmless, and indemnify the other Party and its directors, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or expense, but not including attorneys' fees unless awarded by a court of competent jurisdiction, for bodily injury, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct regarding the services subject of this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

13. **Responsibility for Own Acts**

Each Party shall at all times be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either Party, their employees or representatives, in the performance or omission of any act or responsibility of either Party under this Agreement. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause the insurers to do likewise. However, both Parties shall have the right to take any and all actions they believe necessary to protect their interest. Notwithstanding the forgoing, however, AUXX will defend, indemnify and hold harmless XXX from any claims arising out of negligence or willful misconduct of AUXX. Similarly, XXX will defend, indemnify and hold harmless AUXX from any claims arising out of its negligence or willful misconduct.

14. **Dispute Resolution**

If a dispute arises out of or relates to this Agreement, or the breach thereof, the Parties agree first to try in good faith to settle the dispute by negotiation between the principals, and if the dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation, with both Parties bearing the costs equally. In the event that the dispute cannot be resolved, then both Parties agree to dissolve the Agreement in good faith without damaging the reputation or continued viability of either Party.

15. **Confidentiality**. Each party acknowledges that this collaboration may result in the sharing of its non-public proprietary information with the other. The Parties agree to treat such non-public proprietary information as confidential.
16. **Non-Exclusivity**. The Parties are permitted to collaborate with or provide services to any other Party.
17. **Miscellaneous**.
 - A. **Entire Agreement**. This Agreement constitutes the entire Agreement between The ORGANIZATION and Antioch University, replacing all other written and/or previous agreements except those attached hereto, which shall become a part of this Agreement.
 - B. **Severability**. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance, order or regulation, the latter shall prevail. If any provision of this Agreement shall be declared to be invalid in whole or part by a court of competent jurisdiction, it shall not affect the remaining provisions, which shall remain in full force and effect.
 - C. **Section Headings**. Section headings are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.
 - D. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of [REDACTED].
 - E. **Notice**. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person, or deposited in U.S. mail, postage prepaid, or delivered electronically, addressed as follows:

Antioch University XX	ORGANIZATION
Attention: Office of the Provost	Attention: Title
	Address
	City, State, ZIP
	Email

F. Waiver. The waiver of any breach or violation of any term or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach or violation of the same term or condition. No waiver of any right or remedy under this Agreement shall be effective unless made in writing and executed by the Party so to be charged. The rights and remedies of the Parties to this Agreement are cumulative and not alternative.

Amendment. This Agreement shall not be modified or amended except in a writing signed by a duly authorized representative of each Party.

IN WITNESS WHEREOF, The ORGANIZATION and Antioch University New England have executed this Agreement as of the date written below.

Remainder of page left intentionally blank; signature page to follow.

APPROVED AND AGREED:

The ORGANIZATION

BY: _____ Date _____
Name
Title, ORGANIZATION

Antioch University

BY: _____ Date _____
, PhD
Provost, Antioch University XX



Purchase Order

Antioch University (“Buyer”)

Campus _____

Address _____

Order #:
Order Date:
of Items:
of Pages:

Purchased From (“Seller”): _____

Ship To:

Antioch University

All items subject to Buyer’s inspection and acceptance

Item	Part Number/Description	Qty	Delivery Date	Unit Price	Extension
					Total:\$ _____

THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, SELLER’S ACCEPTANCE OF THE TERMS OF THE ORDER AND THE ATTACHED ANTIOCH UNIVERSITY’S STANDARD TERMS AND CONDITIONS OF PURCHASE. BUYER OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

ANTIOCH UNIVERSITY
TERMS AND CONDITIONS OF PURCHASE

1. Offer to Purchase. Antioch University is herein referred to as the "Buyer" and the person or entity selling goods and related services ("Products") to Buyer is herein referred to as the "Seller." This Purchase Order ("PO"), together with these Terms and Conditions of Purchase ("Terms"), represents Buyer's offer to purchase the Products. **Buyer's offer to purchase the Products is expressly limited to, and expressly made conditional on, Seller's acceptance of these Terms. Buyer objects to any different or additional terms that may appear in Seller's quotation, acknowledgment, confirmation, invoice, or in any other prior or later communication.**
2. Price and Delivery. Seller shall furnish the Products in accordance with the PO, including price and delivery schedule. All prices shall include applicable taxes and shipping charges, except sales taxes shall be separately shown. Time is of the essence of this contract, and if delivery of Products is not completed by the time promised, Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller as to items not yet shipped and to purchase substitute items or services elsewhere and charge Seller with any loss incurred. If in order to comply with Buyer's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in the PO, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Buyer.
3. Payment Terms. Unless otherwise set forth in the PO, payment terms are net 30 days from Buyer's receipt of a correct and undisputed invoice from Seller.
4. Termination/Suspension for Buyer's Convenience. Buyer reserves the right to cancel or suspend all or any undelivered or unexecuted portion of this order for its sole convenience by providing written notice to Seller. Buyer will reimburse Seller for Seller's substantiated expenses (which shall not include lost profits or any other incidental or consequential damages) resulting directly from such cancellation or suspension, which amount shall in no event exceed the actual direct costs for the percentage of work performed prior to the notice of cancellation or suspension or the cost of the Product, whichever is less. Seller shall not be paid for any work done after receipt of the notice of cancellation, nor for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. The foregoing states the Buyer's entire liability and the Seller's exclusive remedy for claims or damages under this paragraph.
5. Termination for Cause. Buyer may also terminate this order or any part hereof for cause in the event of any default by the Seller, or if the Seller fails to comply with any of these Terms. Late deliveries, deliveries of Products which are defective or which do not conform to this order, and failure to provide Buyer upon request, of reasonable assurance of future performance shall all be causes allowing Buyer to terminate this order for cause. In the event of termination for cause Buyer shall not be liable to Seller for any amount, and Seller shall be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination.
6. Inspection/Testing. Payment for the Products delivered hereunder shall not constitute acceptance thereof. Buyer shall have the right to inspect such Products and to reject any or all Products which are in Buyer's judgment defective or nonconforming. Products rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense and, in addition to Buyer's other rights, Buyer may charge Seller all expenses of unpacking, examining, repacking and reshipping such Products. In the event Buyer receives Products whose defects or nonconformity is not apparent on examination, Buyer reserves the right to require replacement, as well as payment of damages.
7. Warranty. Seller expressly warrants that all Products shall conform to all specifications and appropriate standards, will be new, will be free from defects in material or workmanship, will be merchantable, and will be suitable for their intended use and for the purpose for which goods of that kind are normally used. Seller warrants that Products furnished will conform in all respects to samples provided. Inspection, test, acceptance or use of any Products furnished shall not affect the Seller's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Seller's warranty shall run to Buyer, its successors, assigns and customers, and users of Products sold by Buyer. Seller agrees to promptly replace or correct defects of any Products not conforming to the foregoing warranty, without expense to Buyer, its successors, assigns, customers or users of Products sold by Buyer, when notified of such nonconformity by Buyer. In the event of failure of Seller to correct defects in or replace nonconforming Products promptly, Buyer, after reasonable notice to Seller, may make such corrections or replace such Products and charge Seller for the cost incurred by Buyer in doing so.
8. Limitation on Liability and Time for Suit. **In no event shall Buyer be liable for any incidental or consequential damages, including but not limited to lost profits and/or attorney's fees. Buyer's liability in any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any Action resulting from any breach on the part of the Buyer as to the goods or services delivered hereunder must be commenced within one year after the cause of the action has accrued.**
9. Intellectual property. All Buyer intellectual property provided by Buyer to Seller, including logos, designs, product configurations, package designs, specifications, data or other technical or confidential information, remain Buyer's exclusive property, shall be used by Seller only to fulfill Buyer's orders hereunder, and shall be kept confidential and not duplicated or disclosed to others. Seller will not use any trademark, or trade name or trade dress of Buyer except in connection with Products shipped to Buyer in accordance with this Agreement as authorized by a PO. Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property. Seller agrees to indemnify Buyer, its agents and customers against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from any such suit or proceeding, including any settlement.
10. Indemnification; Limitation. Seller shall defend, indemnify and hold harmless Buyer against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect or alleged defect in the Products purchased hereunder, for any claims of personal injury, death, or property damage caused by the Products, or from any act or omission of Seller, its agents, employees or subcontractors. Seller warrants that it has complied with all federal, state and local laws applicable to this sale, and Seller agrees to defend, indemnify, and hold Buyer harmless against any liability resulting from any non-compliance. The forgoing indemnification shall be in addition to the warranty obligations of Seller.
11. Insurance. Seller agrees to carry insurance naming Buyer as an additional insured and covering product liability and general liability in amounts of not less than \$2,000,000.00 per occurrence. At Buyer's request, Seller will provide Buyer with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names Buyer as an additional insured, Buyer may immediately cancel this order by giving Seller written notice of Buyer's election to cancel.
12. Relationship of Parties. Buyer and Seller are independent contractors. Neither party has authority to assume or to create any obligation on behalf of the other party.
13. Assignments and Subcontracting. No part of this order may be assigned or subcontracted without the prior written approval of Buyer.
14. Setoff. All claims for money due or to become due from Buyer shall be subject to set off by the Buyer of any counterclaim arising out of this or any other transaction with Seller.
15. Waiver; Remedies. Buyer's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Buyer's waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type. Buyer may exercise the remedies provided in these Terms, which are cumulative and are in addition to all other rights and remedies available elsewhere in the PO or by law.
16. Governing Law; Venue. The validity, performance and interpretation of the PO and these Terms shall be governed by the laws of the state of Buyer's address without regard to choice of law provisions. Venue for any suit, action or proceeding brought by either party to enforce any term or provision of this agreement, or concerning this agreement or the subject hereof in any manner, shall be commenced and maintained solely in state or federal courts having jurisdiction at the Buyer's address set forth on the face hereof. The Convention for the International Sales of Goods shall not apply to this agreement.
17. Invalidity. The invalidity in whole or in part of any condition of this contract shall not affect the validity of any other condition. The remedies provided in this contract are in addition to any other remedies in law or equity.
18. Entire Agreement. The PO, together with these Terms, shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. No change, modification, rescission, discharge, abandonment, or waiver of these Terms shall be binding upon Buyer unless made in writing and signed on its behalf by a duly authorized representative of Buyer