Agreement between LOCAL NONPROFIT and UNIVERSITY

This Agreement, dated as of last signature, is between _____, a nonprofit corporation, and _____ UNIVERSITY, and sets forth the terms and conditions upon which the parties will collaborate to support a global entrepreneurs in residence ("Global EIR") program at UNIVERSITY.

The parties intend to support the growth and development of Southeast Michigan design industry through the support of entrepreneurship and entrepreneurship education, as well as the inclusion of global talent in the region's design industry, design-related business and design services. Specifically, NONPROFIT will provide funding and technical assistance, in addition to other support services to UNIVERSITY while UNIVERSITY will offer part-time employment to global startup founders, helping such companies grow and expand as part of the design industry startup ecosystem, while utilizing the labor and skills of founders to support the educational and economic development initiatives of UNIVERSITY by engaging students, faculty and programs of UNIVERSITY. Such global entrepreneurs in residence will be selected for both the viability of the startup companies they bring to the regional economy, as well as their abilities to contribute to the educational mission and programs of the UNIVERSITY.

1. RESPONSIBILITIES OF THE PARTIES

Under this Agreement, **NONPROFIT** will have the following responsibilities:

1. Assist UNIVERSITY in the development, launch and operation of a global entrepreneurs in residence (Global EIR) program;
2. Funding for the program;
3. Work to market and promote the program to potential founders;
4. Assemble interested applicants to the program who have been vetted for the viability of their startup companies through NONPROFIT's Global EIR vetting committee;
5. Assistance in developing and utilizing program evaluation tools to track the outcomes and impacts of the UNIVERSITY Global EIR program;
6. Connection to peer Global EIR universities and programs;
7. Support for UNIVERSITY Global EIR companies (where appropriate); and
8. Promotion of the UNIVERSITY Global EIR program

Under this Agreement, **UNIVERSITY** will have the following responsibilities:

1. Provide part-time employment for Global EIR company founders that will utilize the skills, experience and labor of such founders to support the educational and economic development initiatives of UNIVERSITY by engaging students, faculty and programs of UNIVERSITY;
2. Exercise final decision-making authority in any and all employment matters at UNIVERSITY;

3. Support, to the extent practicable, Global EIR companies in the development of their business, customer and market research, product development, introductions to customers, assistance in identifying and securing talent needed for their company, introductions to potential funders and investors, as well as any other areas of assistance such companies might require.
4. Track the impacts of the Global EIR program including, but not limited to, companies and founders employed in the program, capital raised, jobs created and other corporate milestones, as well as the impact and value of the work that Global EIR founders contribute through their university employment; and
5. Market and promote the Global EIR program and the success of Global EIR companies and founders.

2. INTELLECTUAL PROPERTY RIGHTS

UNIVERSITY and NONPROFIT recognize that any inventions, improvements and discoveries made by the Global EIR founders in connection with their independent companies are the sole property of the Global EIR founder. Work products produced by a Global EIR founder in relation to their UNIVERSITY job duties will be treated in the same manner as work products produced by other UNIVERSITY employees. If a Global EIR undertakes a research project with UNIVERSITY employees that may generate inventions, improvements or discoveries, those projects will be documented and treated separately from this agreement.

3. PAYMENT PROCESS

UNIVERSITY will prepare a monthly invoice to NONPROFIT detailing the monthly cost of operating the Global EIR program, as well as a 10% administrative charge, payable within 30 days.

4. CONFIDENTIALITY

UNIVERSITY and NONPROFIT mutually agree not to use or disclose the other entity's t Information (as defined below) to any employee or to any third party unless such employee or third party has a need to know this information in order for UNIVERSITY or NONPROFIT to perform its obligations under this Agreement or any purchase order issued under this Agreement. " Information" shall include documents, books, manuals, computer reports, software, data files, or information furnished by either entity and designated proprietary in writing or, if orally disclosed, reduced to writing and marked proprietary within thirty (30) days of disclosure. The obligations set forth in this paragraph shall remain in effect for a period of two (2) years after the end of a project and applies only to Information that is not in the public domain, is not already known by either entity, or has not been independently developed or furnished to either entity or is not required to be disclosed pursuant to law or court order.

5. LIMITATION OF LIABILITY

Neither party shall be liable to the other for any amounts representing loss of profit, loss of business, or other incidental, consequential or punitive damages of the other party.

6. INDEMNIFICATION

NONPROFIT shall indemnify, defend and hold harmless UNIVERSITY, its employees, directors, officers, agents, successors and assigns from any and all liability, loss, damage and expenses (including attorney fees) they may suffer as a result of claims, demands, costs or judgments which may be made or instituted against them by reason of personal injury (including death) to any person or damage to property arising out of or connected with (i) the performance of the activities to be carried out pursuant to the Research Project Specification (whether directly or indirectly) or (ii) NONPROFIT's use of any research results provided hereunder. Any such liability, loss or damage resulting from gross negligence or willful malfeasance by UNIVERSITY, its employees, officers and agents is excluded from this obligation to indemnify, defend and hold harmless.

7. TERM AND TERMINATION

This Agreement is effective as of the last date signed and shall end on *DATE, unless earlier terminated, with or without cause, by either party by giving the other party at least ninety (90) days' prior written notice of the date of such termination. In the event of termination, NONPROFIT shall pay UNIVERSITY compensation for the actual costs and noncancelable obligations incurred by UNIVERSITY for services completed as of the effective date of termination.

9. GENERAL

9.1. Advertising. Except with respect to internal business communications and academic reporting, communications with governmental agencies, or as required by law, the UNIVERSITY and NONPROFIT shall not use each other's name or trademarks in publicity or advertising without first receiving written consent.

9.2. Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order.

9.3 Governing Law. This Agreement shall be governed and construed according to the laws of the State of _____, excluding its conflict of laws provisions.

9.4 No Implied Waiver. The failure of either party at any time to require performance of any provision of this Agreement or any purchase order issued under this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision constitute a waiver of any succeeding breach of the same or any other provision.

9.5 Non-Assignment. Neither party may assign or delegate its obligations under this Agreement without the other party's prior written consent.

9.6 Relationship of Parties. UNIVERSITY and NONPROFIT are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

9.7 Severability. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

9.8 Entire Agreement This Agreement together with the attachments, exhibits, or supplements, specifically referenced in this writing, constitutes the final and entire agreement between UNIVERSITY and NONPROFIT with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. Any modification, alteration or amendment to this Agreement must be in writing and signed by both Parties hereto.

_____
XXXXX

Vice President,

UNIVERSITY

_____
XXXXX

Executive Director
NONPROFIT