**Community Engaged Collaboration Agreement**

This **COMMUNITY ENGAGED COLLABORATION AGREEMENT** (this “Agreement”), entered into as of the Effective Date, is made by and between Cornell University, a New York not-for-profit education corporation, on behalf of its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Cornell"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a mailing address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Collaborator").

Recognizing that conjoined community and university resources can better address social concerns, Cornell seeks, through this Agreement, to supplement its participation in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through the contribution of funds to pay for this work.

The parties agree as follows:

**1. General Purpose**. The purpose of this Agreement is for the parties to engage and collaborate in order to perform the services, undertake the activities, and/or accomplish the outcomes described in Schedule A (collectively, the “Services”), attached hereto and made a part hereof.

**2. Cornell Representative.** Cornell will assign a representative in relation to this Agreement ("Cornell's Representative"), and Cornell’s Representative shall act as a liaison with and/or provide direction to Collaborator as appropriate. Collaborator’s primary point(s) of contact and contact information is set forth in Schedule A.

**3. Term.** The term of this Agreement shall be from \_\_\_\_\_\_\_\_\_\_\_\_, 20\_ until \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, as more detailed in Schedule B.

**4. Timetable.** The timetable in Schedule B will not be modified unless by mutual written consent.

**5. Compensation.** As compensation for the Services,Collaborator will be paid an amount not to exceed $\_\_\_\_\_\_\_\_\_\_\_\_per the terms in Schedule C.

**6. Independent Collaborator.** For all purposes, Collaborator shall be deemed an independent contractor and not an employee, partner, or joint venturer of Cornell. Collaborator is not an agent of Cornell, and therefore is not authorized to transact business, enter into agreements, or make commitments of any kind for Cornell unless first authorized in writing.

**7. Confidential Information.** All Confidential Information in any format submitted or made available to Collaborator by Cornell or any person on behalf of Cornell, unless otherwise publicly available, shall be utilized by Collaborator solely in connection with the Services and not be made available by Collaborator to any other person. The term “Confidential Information” shall mean any information in any format marked “confidential” or that Collaborator should reasonably know is confidential given the type of information, the circumstances surrounding its disclosure, and this Agreement. The obligations in this Section 7 shall survive expiration or earlier termination of this Agreement.

**8. Rights and License; FERPA.** Pursuant to university policy, Cornell shall own all work product developed pursuant to this Agreement. The parties agree that as between them, all rights, including all intellectual property rights, in and to the work product created hereunder shall remain the exclusive property of Cornell, and any copyrightable work developed shall be deemed a “work made for hire” under federal copyright law, with all associated rights to such work belonging to Cornell. Collaborator shall retain ownership of all information provided by it to Cornell in performance of the Services, but grants Cornell a limited, nonexclusive license to use such information only for purposes relating to this Agreement. Collaborator does not have the right to use any of the work product or licensed information with personal attribution to an individual representing Cornell unless such individual first provides prior written consent. This Agreement does not give either party any rights, implied or otherwise, including intellectual property rights, except as expressly stated in this Agreement.

Upon termination or expiration of this Agreement for any reason, Collaborator shall provide Cornell, upon request, with copies of all information and other work related to this Agreement as sought by Cornell.

Collaborator acknowledges that for the purposes of this Agreement, it will be designated as a “school official” with “legitimate educational interests” in the Student Information, as those terms have been defined under FERPA and its implementing regulations, and Collaborator agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Collaborator will use Student Information only for the specific purpose of collaborating with Cornell per this Agreement, and will not disclose Student Information to, or share any Student Information with, any other party or for any other purpose without the prior written consent of the student. Collaborator shall return or certify destruction of all Student Information upon expiration of this Agreement.

**9. Legal Request.**

Upon receipt of valid legal process (the “Legal Request”) seeking Cornell-related information, Collaborator will attempt to redirect the requesting third party to Cornell and/or request that the third party notify Cornell of its Legal Request. If Collaborator’s redirecting efforts are unsuccessful, and provided Collaborator is not prohibited by law from doing so, Collaborator will provide commercially reasonable notice to Cornell of the Legal Request, prior to disclosure of any Cornell information, which would include, to the extent permitted by law, a copy of the Legal Request received by Collaborator from the third party.

**10. Termination**. Either party may terminate this Agreement upon fifteen (15) days’ written notice to the other. All Services-related results of any kind generated up to the termination date shall be provided by each party to the other party, subject to each party’s respective rights herein. At Cornell’s request, Collaborator shall return any unused grant funds. The obligations in this Section 10 shall survive expiration or earlier termination of this Agreement.

**11. Indemnification.** Collaborator shall indemnify and hold harmless Cornell and its trustees, officers, agents and employees, from all suits, actions, or claims of any character, name, or description, including reasonable attorneys’ fees and litigation expenses, arising out of this Agreement and/or Collaborator’s performance of the Services, including, but not limited to, property damage, loss or destruction and Collaborator's failure to perform or comply with any requirements of this Agreement. The obligations in this Section 11 shall survive expiration or earlier termination of this Agreement.

**12. Insurance**. Collaborator will carry insurance to financially support indemnification of Cornell as provided herein, and shall provide certificates of such insurance upon request. Annual automatic renewals of the certificate of insurance must be requested from the Collaborator’s insurance carrier and sent to Cornell upon the annual expiration date of the insurance policies.

Minimum Insurance Coverage Requirements:

* 1. **Statutory** **Worker's Compensation Insurance** under the laws of the State of New York and any other laws that may be applicable thereto. Coverage "B" Employers Liability must have limits of at least $1,000,000 per accident for bodily injury and disease.
	2. **Commercial General Liability Insurance** subject to at least limits of $1,000,000 each occurrence and $2,000,000 aggregate. Coverage must be provided for Bodily Injury Liability, Broad Form Property Damage Liability, Contractual Liability and Products and Completed Operations coverage. Completed Operations coverage is to be maintained for a minimum period of three (3) years after completion of this Agreement. The policies shall be primary and non-contributory. Cornell shall be included as an additional insured in the policy utilizing additional insured endorsements CG 20 10 07 04 and CG 20 37 07 04 or their equivalents.
	3. **Professional Liability/Errors & Omissions** subject to$1,000,000 per claim/$2,000,000 aggregate covering the activities of Collaborator. The coverage must be maintained during the term of this Agreement and at least three (3) years following its completion.
	4. All policies required to be maintained shall be issued by an insurance company licensed or authorized to do business in New York State with a rating of A- VII or better by A.M. Best. A Certificate of Insurance is required evidencing all coverages outlined above prior to commencement of the program. Insurance coverage in the minimum amounts shall not relieve Collaborator of any liability, nor shall it preclude Cornell from exercising any rights or taking such other actions as are available to it under the law. Cornell’s failure to enforce these requirements shall not be considered a waiver of the requirements. Any changes to these requirements shall only be made in writing and agreed upon by all parties. Cornell’s failure to enforce these requirements shall not be considered a waiver of the requirements. Any changes to these requirements shall only be made in writing and agreed upon by all parties

**13. Compliance with Applicable Laws and Cornell Policies.** Collaborator agrees that it will comply with all laws applicable to its performance of the Services. Prior to gaining access to Cornell’s facilities, Collaborator Personnel will execute Cornell document(s) required for access privileges (if applicable) and at all times act in compliance with Cornell’s policies and procedures.

**14. Governing Law; Jurisdiction; Severability.** This Agreement shall be governed by New York State law (exclusive of any choice of law principles). Each party consents to the exclusive jurisdiction of the state or federal courts serving Tompkins County, New York for the resolution of any disputes arising under this Agreement.

**15. Payment:** Collaborator shall provide an invoice in accordance with Cornell’s invoicing instructions and Schedule C. Invoices shall be emailed to DFA-4040\_invoice@cornell.edu.

**16. Tax Withholding for Domestic and Foreign Collaborators**. All payments from Cornell to Collaborator under this transaction may be subject to tax withholding. Cornell reserves the sole right and discretion to withhold tax where it believes it is required to do so under the tax laws of any jurisdiction. By accepting this Agreement, the Collaborator is relinquishing all claims against Cornell for any amounts withheld and remitted by Cornell to a tax authority. It is the Collaborator’s sole responsibility to provide Cornell with timely, complete, accurate, and legible forms and/or documents necessary to claim a reduction or elimination of withholding taxes (e.g., Form W-8BEN). Cornell reserves the sole right and discretion to make these determinations as well as whether such forms and/or documents are sufficient to reduce or eliminate withholding tax on any payment to the Collaborator.

**17. Miscellaneous.** A delay or failure by either party to exercise any right under this Agreement will not constitute a waiver of that or any similar or future right. This Agreement may not be assigned by either party without the express prior written permission of the other party. Either party may identify the parties to this Agreement and the title and nature of the Services in any publicity, advertising, or news releases but only with the written consent of the other, which may be withheld for any reason. This Agreement is subject to suspension of obligations upon written notice from one party to the other in the event of a force majeure event – that is, a cause or causes beyond such party’s reasonable control, including without limitation, acts of God, war, fires, earthquakes, floods, strikes, labor troubles, riots, curtailment or operations due to governmental orders or rulings, pandemic, epidemic, “stay-at-home” orders, and the like. The effective date of this Agreement (the “Effective Date”) shall be the latter of the two signature dates below. This Agreement represents the entire understanding of the parties and may not be modified except by written agreement of the parties and supersedes all prior written and/or oral agreements. Each party warrants that it has the authority to enter into this Agreement and that entering into this Agreement is not restricted or prohibited by any existing agreement to which it is a party.

[Exhibits and Signature Page Follows]

**Schedule A**

**STATEMENT OF WORK**

 **See attached (check if document attached)**

**Project Description, Work Scope and Deliverables; Collaborator’s Point(s) of Contact:**

*Initials Cornell Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

*Initials Collaborator Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

Attach to Requisition or Purchase Order Version: 9/01/2021

**Schedule B**

**PROJECT TIMETABLE AND TASK DESCRIPTION**

 **See attached (check if document attached)**

**Project Timetable:**

*Initials Cornell Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

*Initials Collaborator Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

Attach to Requisition or Purchase Order Version: 9/01/2021

**Schedule C**

**PAYMENT AMOUNT AND SCHEDULE**

 **See attached (check if document attached)**

**Payment Terms:**

*Initials Cornell Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

*Initials Collaborator Representative: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_*

Attach to Requisition or Purchase Order Version: 9/01/2021

**In witness thereof the parties hereto heave caused this Agreement to be executed by their respective duly authorized representatives**

**For Collaborator:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Cornell Procurement and Payment Services:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Procurement Agent

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: 377 Pine Tree Road, Ithaca, New York 14850

Cornell PO#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Cornell College/Unit Representative:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Net ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_