

**ROGER WILLIAMS UNIVERSITY
COMMUNITY PARTNERSHIPS CENTER
MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (“Agreement”) is hereby entered into this 1st day of February, 2020 by and between **Town of Bristol** (“Sponsor”) and Roger Williams University (“RWU”). Sponsor and RWU are collectively referred to herein as the “Parties”.

WHEREAS, Sponsor has a desire to support the education and training of students by providing a setting in which students may gain “real-world” technical experience; and

WHEREAS, University has an ongoing curriculum based projects program through the RWU Community Partnerships Center (“Center”), which support fields of study consistent with the problem-solving interests of the Sponsor; and

WHEREAS, the Parties have a mutual interest in collaborating on a project that is beneficial to the Sponsor and supports the educational experience of RWU’s students and wish to document such collaboration through this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties hereto agree to the following:

I. OBJECTIVE OF PROBLEM SOLVING EXPERIENCE

A description of the *Technical Experiences Problem* and its corresponding objectives, deliverables/outcome, and schedule are identified in Exhibit A, which is attached hereto and incorporated herein (“Project”).

II. PROGRAM ADMINISTRATION & PERIOD

The Project shall be administered by the following RWU faculty member/administrator **[INSERT TITLE & NAME]** (“Faculty Mentor”) in accordance with the policies and procedures of RWU and the Center. The Sponsor hereby appoints **[INSERT TITLE & NAME]** (“Sponsor Coordinator”) who shall serve as the principal contact for the Faculty Mentor regarding activities performed hereunder. Assignment and coordination of students shall be conducted by the Faculty Mentor.

The Project is anticipated to commence on February 1, 2020 and conclude on May 1, 2020 subject to mutually agreed-upon modifications by the Parties.

III. SPONSOR CONTRIBUTION & SUPPORT

In support of the Center, Project and educational experience hereunder, Sponsor agrees to contribute [zero dollars] to RWU. Said contribution shall be made to RWU in advance of the commencement date noted above.

In addition, and in order to ensure the highest possible level of success for the Project, the Sponsor hereby agrees to provide the support and resources identified in Exhibit B, which is attached hereto and incorporated herein.

IV. PROJECT DELIVERABLES & PUBLICITY

Exhibit A details the Project deliverables that will be provided to Sponsor. Sponsor is free to use, or have others use on Sponsor’s behalf, such deliverables and Sponsor shall be free to develop derivative works based upon such deliverables provided applicable credit to RWU, the Center, the Faculty Mentor, and Center’s students are noted. RWU, the Center, the Faculty Mentor, and the Center’s students shall be free to use the deliverables for its/their purposes, including educational programs, publications, certification reviews, and student portfolios.

News releases or publicity related to the Project must credit RWU, the Center, the Faculty Mentor, and the Center's students. Also, Sponsor should strive to keep RWU/the Center informed of subsequent activities related to the Project so that RWU/the Center may keep the Center's students informed of the impact of their efforts. RWU/the Center should be notified upon receipt of construction/implementation funding and informed in advance, and its representatives invited to attend, any groundbreaking, grand opening, or other event associated with the Project.

V. NATURE OF PROJECT & DELIVERABLES

Sponsor hereby understands, agrees and acknowledges that:

1. the Project is being undertaken in the public interest;
2. a professional has not been requested to consider the Project;
3. neither an architect nor other licensed and qualified professional will be utilized in the performance of the Project, but rather that the Project will be accomplished through pre-professional deliverables of RWU/Center students;
4. the deliverables provided for hereunder are for informational purposes only; and,
5. the student academic goals of the assistance provided hereunder is paramount, that the Project may be modified by RWU, in consultation with the Sponsor, in order to satisfy the applicable educational objectives, and that the work program must be attainable within the constraints of normal classroom and faculty workload assignments.

Sponsor further understands, agrees and acknowledges that the deliverables generated hereunder are intended to provide conceptual information only to assist design and planning and such are not intended, nor should they be used, for construction or other project implementation. Furthermore, professional and/or other services may be needed to ultimately implement the Sponsor's desired goals.

The Parties understand, agree and acknowledge that the deliverables being provided hereunder are being performed by students who are not licensed and/or otherwise certified as professionals. Neither RWU nor the Center makes any warranties or guarantees, express or implied, regarding the deliverables provided pursuant to this Agreement and the quality thereof, and Sponsor should not rely on the assistance as constituting professional advice. RWU, the Center, the Faculty Mentor, and the Center's students are not covered by professional liability insurance.

Neither RWU, the Center, the Faculty Mentor, nor the Center's students assume responsibility or liability for the deliverables provided hereunder or for any subsequent use by Sponsor or other party and Sponsor agrees to indemnify and hold harmless RWU, the Center, the Faculty Mentor, and the Center's student against any and all claims arising out of Sponsor's utilization, sale, or transfer of deliverables provided under this Agreement.

VIII. TERMINATION

This Agreement may only be terminated as follows:

1. The Parties may mutually agree to terminate this Agreement at any time by a signed written agreement.
2. Either Party may terminate this Agreement for any reason or for no reason at all upon thirty (30) days written notice to the other Party.
3. A Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:
 - Bankruptcy, receivership, or dissolution of the Party;
 - The Party losing its ability to transact business; or
 - Refusal by the Party to abide by regulatory requirements or a material term or obligation outlined in this Agreement.

IX. RELATIONSHIP, COMPLIANCE WITH LAWS & INSURANCE

The Parties' relationship to each other shall be that of independent contractors. Nothing contained in this Agreement shall make the employees of one Party the employees of the other. Each Party shall be responsible for managing the

affairs of its own respective corporation, and in the conduct of their business and in the performance of their respective obligations under this Agreement both Parties shall comply with all applicable statutes, ordinances, rules, regulations and licensing requirements of any and all federal, state, and municipal authorities. In addition, each Party shall maintain customary, appropriate and, if necessary by law, required levels of insurance insuring their respective facilities and obligations hereunder (general liability; property & automobile; workers' compensation) during the term of this Agreement.

X. NON-DISCRIMINATION

The Parties shall perform their respective obligations hereunder without regard to the race, color, sex, sexual orientation, gender identity or expression, age, religion, national origin, disability, veteran status, or any other basis protected under applicable federal or state law of any employee, student or representative.

XI. NO SEPARATE AGREEMENT WITH FACULTY OR STUDENTS

During the duration of this Agreement, Sponsor shall not enter into any separate agreement with any RWU faculty or students as paid or unpaid consultants without the express written consent of RWU.

XII. MISCELLANEOUS PROVISIONS

1. Notices: Any notice, request or other communication required to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered in person or being deposited in the mail to the Party. Except as changed by notice in writing to the other Party, notice shall be delivered to the attention of the following individuals at the respective Party's address noted:

For RWU

For Sponsor (name, title, contact information)

Community Partnership Center
Attn: Mia B. Brum
Program Coordinator
1 Old Ferry Rd.
Bristol, RI 02809

2. Assignment: Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.
3. Entire Agreement & Amendment: This Agreement constitutes the final expression of the agreement between the Parties; it is intended as a complete and exclusive statement of the terms of their agreement; and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. This Agreement shall not be changed, modified, supplemented or amended except by express written agreement signed by both Parties.
4. No Waiver: Neither Party shall be deemed to waive any rights hereunder unless such waiver is in writing and signed by both Parties. The failure of either Party to execute a right or to require performance by the other Party of any part of this Agreement shall not affect the full right to exercise such right or to require performance at any time thereafter, nor shall the waiver by either party of a breach of any provision of this Agreement constitute a waiver of any later breach of the same or any other provision.
5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island. The venue for any dispute arising hereunder shall be the federal and state courts for the State of Rhode Island.
6. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same agreement.

7. Headings: The headings of this Agreement are inserted for convenience only and are not to be considered in construction of the provisions hereof.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by their respective, duly authorized officers.

ROGER WILLIAMS UNIVERSITY SPONSOR

Authorized Official Authorized Official

By: _____ By: _____

Name: Allen Hance Ph.D. Name: _____

Title: Associate Provost of Community Engagement Title: _____

Date: _____ Date: _____

Dean,

By: _____

Name: _____

Title: _____

Date: _____

Faculty Advisor:

By: _____

Name: _____

Title: _____

Date: _____