



## COLLABORATION AGREEMENT

This Collaboration Agreement is made between the Warren Miller Freedom Foundation with its place of business in Seattle, Washington ("The Foundation") and \_\_\_\_\_ of \_\_\_\_\_ ("Organization") on this day, \_\_\_\_\_, 2008. The parties agree as follows:

1. **Licensed Materials.** The Foundation Agrees to provide to the Organization the materials described in Appendix A ("Materials"). The Foundation grants to the Organization a limited, non-transferable license to use the Materials for the sole purpose of delivering The Foundations Entrepreneurial Program ("the Program") to Organization clients. The materials may only be copied and distributed for use in support of the Program conducted by the Organization.

2. **Term.** The term of this Agreement is for the duration that the Organization continues to abide by the terms of this Agreement or the Organization no longer delivers the Program to its clients.

3. **Intellectual Property.** The Foundation shall retain all rights and title to all Materials, whether copyrightable or not. Nothing in this Agreement grants any other rights to the Materials other than the limited license granted hereunder.

4. **Disclaimer of Warranties; Indemnification.**

**ALL MATERIALS PROVIDED BY THE FOUNDATION UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. THE FOUNDATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE MATERIALS. THE FOUNDATION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR OTHER DAMAGES SUFFERED BY ORGANIZATION OR ANY OTHER PERSON RESULTING FROM THE USE OF ANY MATERIALS. ORGANIZATION AGREES THAT IT SHALL NOT MAKE ANY WARRANTY ON BEHALF OF THE FOUNDATION, EXPRESS OR IMPLIED, TO ANY PERSON REGARDING THE PROGRAM OR MATERIALS.**

5. **Independent Contractor.** The Organization is an independent contractor conducting its own affairs and is not an agent of The Foundation.

6. **Indemnification.** Except and only to the extent that any claims or liabilities are proved to result from the sole negligence of The Foundation, Organization agrees to defend, indemnify and hold harmless The Foundation, its directors, officers, employees, and agents from and against all claims, causes of action, damages, injuries (including bodily injury and death), losses, liabilities, and expenses (including attorney's fees) that may be sustained or claimed to be sustained by Organization or any of its employees, clients or agents as a result of activities related to this Agreement, presence at or use of The Organizations facilities, use of the Materials, any breach of this Agreement, or any act or omission of Organization, its employees, clients or agents.

**7. Compliance with Laws and The Foundation Policies.** The Program shall be conducted in such a manner that they comply with all applicable federal, state, and municipal laws and regulations, including but not limited to those applicable to The Foundation as a nonprofit, tax-exempt organization. Organization shall ensure that all of its activities and the activities of its employees, clients and agents are in strict compliance with all applicable federal, state, and municipal laws and regulations, and all The Foundation policies and procedures such as may be provided by The Foundation from time to time. Organization agrees that during the term of this Agreement and while the Organization is conducting a Program, to provide to The Foundation client Business Summary Report in the form of Appendix B. Organization shall provide the Business Summary Report at least each calendar quarter during the term of the Program or as instructed by the Foundation. Additionally, if requested by The Foundation, Organization shall provide other reports to The Foundation related to monitoring the success of the Program. It shall be a material breach of this Agreement to not provide the Business Summary Report and subject the Organization to have the Program immediately terminated without notice.

**8. Publicity.** Organization shall not use the name of The Foundation in any publicity, advertising or news release without the prior written approval of The Foundation’s Director or their authorized designees.

**9. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflicts of laws doctrine of such state.

**10. Entire Agreement.** This Agreement constitutes and expresses the entire agreement of the parties hereto with reference to the subject matter hereof, with all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto having been herein merged into this Agreement. Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and signed by a duly authorized representative of each party hereto.

**11. Program Reporting.** By signing this collaboration agreement with The Foundation, you agree to report the following information to the Foundation upon completion of the class, using the online Foundation Facilities Report/Summary form (attached Appendix B):

The parties, intending to be legally bound, have executed this Agreement by their duly authorized representatives on the date indicated below.

The Warren Miller Foundation

s/ \_\_\_\_\_ Date: \_\_\_\_\_

{Organization Name}

s/ \_\_\_\_\_ Date: \_\_\_\_\_



## **Appendix A**

### **Deliverables**

**Warren Miller Freedom Foundation Young Entrepreneur Program Mentor's Manual (one per class/leader)**

**Warren Miller Freedom Foundation Young Entrepreneur Program Student Workbooks (sufficient number for all students)**

## **Appendix B**

### **Facilities Report**

**See attached "Facilities Report" – This report can also be filled out and submitted online at [www.warrenmiller.org](http://www.warrenmiller.org)**