

Partnership Agreement

This agreement (“Agreement”) is between individual (“Contractor”) and _____ (“Organization”). This Agreement is designed to clarify the expectations and responsibilities of each party involved in this partnership. Section A lists contact information for Contractor and Organization. Section B lists statement of work to be performed, responsibilities of each party, and budget. Section C lists any payment terms that may be associated with the project. Section D lists Contractor’s general policies.

Section A

Contractor Information

Name:	
Address:	
Phone:	
Email:	

Organization Information:

Name:	
Website:	
Address:	
Contact Name:	
Contact Title:	
Phone:	
Email:	

Additional Project Participants:

SECTION B
STATEMENT OF WORK

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- I. PROJECT OVERVIEW
- II. DELIVERABLES
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- VII. BUDGET

I. PROJECT OVERVIEW

[Please include a general overview of the project here. What are you providing to the Organization?]

II. DELIVERABLES

[Please describe all anticipated project outcomes and deliverables. Please be as specific as possible to manage expectations between Organization and yourself. If there are any intellectual property or copyright issues related to the project's deliverable, please include that here.]

III. TIMELINE

[Please include an anticipated timeline.]

IV. RESPONSIBILITIES AND EXPECTATIONS OF CONTRACTOR

[Please include general expectations.]

V. RESPONSIBILITIES AND EXPECTATIONS COMMUNITY PARTNER

[Please general expectations and include most important at the beginning.]

VI. BUDGET

[Please provide project budget.]

Section C

Payment Terms: *[Please any specific payment terms.]*

Checks made payable to:

Section D

1. **Project.** Contractor will perform the services and provide the deliverables as specified in the Statement of Work (“SOW”), attached as Section B.
2. **Payment Terms.** Organization will pay the Contractor the fixed price in accordance with the payment terms listed in Section C.
3. **Deliverable.** Ownership of Deliverables is explained in Section B2.
4. **Publication / Exhibition.** Contractor will be free to publish and/or exhibit the project results.
5. **Confidential Information.** Contractor shall use Confidential Information provided by Organization only for the purposes of the Project. Contractor agrees to use the same degree of care as it uses to protect its own Confidential Information. Confidential Information must be provided in writing and labeled as confidential, or identified as confidential at the time of disclosure (oral and/or visual). Contractor’s obligations do not apply to Confidential Information that is in the public domain, independently known, independently developed or obtained by Contractor, or required by law or regulation to be disclosed.
6. **Status.** Contractor shall be deemed to be and shall be an independent contractor in its activities under this Agreement.
7. **Publicity.** Either party may identify the parties to this Agreement and the title and nature of the Project in any publicity, advertising, or news releases with the consent of the other.
8. **Disputes.** The parties will mutually agree on dispute resolution procedures. This contract will be governed by the laws of the State of Maryland, without regard to conflict of laws.
9. **Termination.** Either party may terminate the Project with prior written notice to the other. Project results to the date of termination shall be provided to Organization. At the request of Organization, Contractor shall return any prepayment by Organization in excess of reimbursable amounts. At the request of Organization, Contractor shall return all unused Organization-provided materials.
10. **Best Efforts.** Contractor will use its best efforts to perform the Project. Project results are provided “as-is”, and Contractor makes no representations or warranties, expressed or implied, in regard to the quality of the services, Project deliverables or the Project results. Organization agrees to indemnify and hold harmless Contractor against any claims arising out of Organization’s use, commercial sale, or distribution of Project results.
11. **Entire Agreement.** This contract contains the entire and only agreement between Contractor and Organization respecting the Project and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties on the Project. This Agreement may only be amended in writing signed by the duly authorized representatives of each of the parties. ***By signing this Agreement, Organization acknowledges that this Agreement supersedes and replaces any terms and conditions of Purchase Order or other financial document(s) used to make payment(s)***

ENDORSEMENTS	
OFFICE OF COMMUNITY ENGAGEMENT	
Signature/Date:	
Printed Name:	
FACULTY MEMBER(S)	
Signature/Date:	
Printed Name:	
ORGANIZATION	
Signature/Date:	
Printed Name:	