

COLLABORATION AGREEMENT

This Agreement is made effective as of ___ day of _____, 20___, between American Association of University Women of the State of New York, Inc. (“AAUW NYS”), with a place of business at _____, and _____ (“Collaborator”) with a place of business at _____, with respect to a shared use of space and resources at the event described below.

1. **EVENT.** The “Event,” referred to as _____ is to take place indoors at _____ (the “Venue”). The Event is scheduled to start at _____ am/pm on _____, 20___ and continue until _____ am/pm on _____, 20___.

2. **SERVICES.** AAUW NYS shall plan and coordinate all administrative details to reserve adequate space and services at the Venue and prepare for the Event.

3. **LICENSE FEE.** The Collaborator shall pay AAUW NYS \$_____ to offset its costs associated with renting the Venue and securing other services associated with the Event.

- a. Upon signing this agreement, Collaborator shall pay AAUW NYS \$_____ for _____.
- b. On/before _____, 20___, Collaborator shall pay AAUW NYS \$_____ for _____.

4. **RIGHTS.** In exchange for the above payment, Collaborator shall be entitled to:

_____.

5. **ADMINISTRATION.** AAUW NYS shall supervise the administration and operation of the entire Event, except that subject to the direction of AAUW NYS, Collaborator shall provide, supervise and coordinate their own personnel, marketing materials, and the collection and security of their funds (if any) during the Event. No person, in their capacity as a representative or member of AAUW NYS may solicit, collect, or safeguard any funds on behalf of Collaborator. No Collaborator may solicit or collect any funds on behalf of AAUW NYS.

6. **MARKETING.** Each of the parties hereby agrees that the other party may use their name and/or logo in promotional materials for the Event provided that the only references to the other party shall be a) “In collaboration with [other party’s name/logo]”, and/or b) a link to or address for the home page of such other party’s website.

7. **NONEXCLUSIVITY.** Nothing herein shall be deemed to create an exclusive agreement between the parties hereto nor limit each party’s ability to engage in any other activity which is not specifically limited herein.

8. **TERMINATION.** AAUW NYS may terminate this Agreement upon Collaborator's violation of any provision of this Agreement (including payment) without refunding any portion of the amounts already paid by Collaborator. Either party may terminate this Agreement if the Event is cancelled/postponed for any reason; AAUW NYS will return fees paid by Collaborator.

9. **INDEMNIFICATION.** The parties shall indemnify and hold harmless against each other any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorney fees, arising from or relating to the provisions of this agreement, or any act, error, or omission of either of the parties or their respect members, agents, employees, volunteers or subcontractors in connection therewith.

10. **INSURANCE.** AAUW NYS maintains a policy of insurance to cover its liability at its Events. Collaborator shall provide to AAUW NYS prior to the time of arrival at the Event, a Certificate of Insurance, covering Collaborator's liability for the Event in an amount not less than \$1 million dollars.

11. **CONFIDENTIAL INFORMATION:** Each party will keep in confidence the terms of this Agreement except as required by law or by prior contractual disclosure obligations, if any.

12. **NOTICES:** Any notice, request, demand, waiver, approval or other communication which is required or permitted to be given hereunder shall be in writing and shall be delivered to:

AAUW NYS Attn: _____
Collaborator Attn: _____

13. **ASSIGNMENT:** Neither party may assign its rights or obligations hereunder.

14. **NO WAVIER:** The Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit or waive either party's rights thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

15. **FORCE MAJEURE:** The Parties shall be excused from performance hereunder to the extent that their performance is prevented, delayed, or obstructed by causes beyond its control.

IN WITNESS WHEREOF, the parties hereto, intending to be bound, have set their hands as of the date and year first above written, and thereby constitute this the binding agreement between them with respect to the subject matter hereof.

AGREED TO AND ACCEPTED BY:

AAUW NYS:

COLLABORATOR:

By: _____,
Title: _____

By: _____,
Title: _____