

Instructions: Make a copy of this template, fill in new collaborative project information, and email a completed MOA/U to britt.larson@k12northstar.org for the next Grant Review Committee meeting agenda

MEMORANDUM OF AGREEMENT/UNDERSTANDING
BETWEEN FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT
AND <COLLABORATOR>

PURPOSE

This agreement defines the roles and responsibilities of the Fairbanks North Star Borough School District and <Collaborator> for the <project name> in order to accomplish <mutual goal(s)>.

BACKGROUND

<Who, what, when, where, and why now...>

POINTS OF CONTACT

1. <Fairbanks North Star Borough School District - Name, title, email, phone>
2. <Collaborator - Name, title, email, phone>

DURATION

<Start date to end date (typically 1 to 3 years)> This agreement is effective on the date that it is signed by both parties.

FAIRBANKS NORTH STAR BOROUGH SCHOOL DISTRICT AGREES TO THE FOLLOWING

1. <List FNSBSD roles and responsibilities for successful collaboration>

<COLLABORATOR> AGREES TO THE FOLLOWING

1. <List Collaborator roles and responsibilities for successful collaboration>

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS PROVISION

1. The Collaborator shall defend, hold harmless and indemnify the Fairbanks North Star Borough School District, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the Collaborator's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the Collaborator. This duty to defend, indemnify, and hold harmless shall include the Collaborator's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the Fairbanks North Star Borough School District's sole negligence or its willful misconduct.

2. This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
3. "Collaborator" and "Fairbanks North Star Borough School District" as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

AMENDMENTS

This agreement may be amended only by written agreement between the Fairbanks North Star Borough School District and <Collaborator>.

TERMINATION

This agreement may be terminated for any reason, at any time. Parties agree to provide written (30) days prior to the termination date.

Dr. Luke Meinert, Superintendent
Fairbanks North Star Borough School District

Date

<Collaborator Authorized Representative, Title>
<Organization>

Date