

UNIVERSITY OF MINNESOTA
EXTENSION

Program Agreement

This Program Agreement along with its Exhibits and Addenda (the “Agreement”), dated as of the date of last signature (the “Effective Date”), is between the Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, through its Extension **Department/Unit** at 240 Coffey Hall, 1420 Eckles Avenue, St. Paul, MN 55108 (“**Extension**”) and **Company/Organization** an **Organization Type**, **State Incorporated** at **Address** (“**Customer**”).

The Parties agree as follows:

1. **Program.** Extension shall provide **title of program**. Program shall be delivered on **dates, times and location**. See Exhibit A for detailed description of program, as applicable, and responsibilities of Extension and Customer.
2. **Term and Notices.** The term of this Agreement shall commence on the Effective Date and shall expire on **Date** unless extended by mutual written agreement or terminated earlier according to Section 5. Notices shall be sent to the parties at the addresses above.
3. **Payment.** For the program described in Section 1, Customer shall pay University the program fee of **written dollar amount** and **numeric amount**/100 Dollars (**\$ 0.00**). Compensation shall be paid in the following manner (check one of the following):
 - ☐ Installments on the following dates in the listed amount (% or \$): **Dates: Amount: .**
 - ☐ Upon the completion of the Program
4. **Invoicing.** University shall deliver to Customer an invoice for the Program Fee, and Customer shall pay to University the Program Fee within thirty (30) days of the delivery of the invoice. Invoices shall be sent to: **contact name (first and last) ; mailing address; email; phone number.**
5. **Cancellation/Termination.** Either party may cancel a specific program or terminate this Agreement by delivering to the other Party a written notice of cancellation within thirty (30) days prior to the Program. If Customer cancels for any reason less than 30 days before the Program, except for reasons beyond its reasonable control, Customer remains obligated for the full amount set forth in Section 3.
6. **Disclaimer of Warranty.** While the services will be performed in a professional manner, University makes no warranties, express or implied, concerning the goods and services provided under this program agreement, including, without limitation, implied warranties of non-infringement, of merchant ability and of fitness for a particular purpose.
7. **Liability** Each Party shall be solely liable for its and its employees, agents and contractors’ acts and omissions. In no event shall a Party be liable under this agreement for personal injury or property damages (except to the extent of the other party’s intentional acts) OR lost profits, lost business opportunity, lost data, incidental or consequential damages, of any kind. In no event shall a Party’s total liability for any and all direct damages exceed the amounts paid to University under this agreement.
8. **Indemnification.** Customer shall indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys’ fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by Customer (or any third party acting on behalf of or under authorization from Customer) of information, reports, deliverables, materials, products, or other results of University’s work to be performed or deliverables to be provided under this Agreement, or (ii) Customer’s infringement of a third party’s intellectual property rights or violation of any law, rule, or regulation in the provision of any materials to the University. In the event services are conducted for commercial use or purpose, Customer represents that Customer has in force a policy of general

liability insurance, with limits not less than \$1,000,000 each occurrence, and Customer agrees to furnish proof of insurance upon request.

9. **Governing Law and Forum.** The laws of the state of Minnesota shall govern this Agreement. The state courts in Hennepin County, Minnesota shall have exclusive jurisdiction on a suit brought under this Agreement.
10. **Use of University Logo and Ownership of Materials.** Customer shall not permit others to use University's name, marks, or logos or state or imply University approval or endorsement of Customer without the prior written approval of an authorized representative of the University. University retains and shall hold all rights, title and interest in any works or other intellectual property prepared or generated in connection with the Program. The company may not copy or distribute materials provided during or in connection with the Program without the express written consent of University. Customer may not copy or record the Program without the express written consent of University.
11. **Non-discrimination.** Customer attests that it is in compliance with Federal, State, and University civil rights laws, statutes, and policies and that its programs, facilities, and employment are accessible to anyone without regard to race, color, creed, religion, national origin, gender, age, marital status, familial status, disability, public assistance status, membership or activity in a local commission created for the purpose of dealing with discrimination, veteran status, sexual orientation, gender identity, or gender expression.
12. **Programs with Minors.** If the Program will be open to minors who are not accompanied by a parent or legal guardian, unless otherwise stated on Exhibit A, Customer shall be responsible for providing qualified, properly trained and responsible adults to supervise minors who are attending the Program to ensure minors are safe and comply with all rules, regulations, and procedures associated with the Program and the location where the Program will be held.
13. **Electronic Execution.** This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one Agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.
14. **General.** This Agreement represents the final and complete agreement of the Parties on the subject matter hereof; and this Agreement cancels, supersedes and revokes all prior oral or written negotiations, representations and agreements between the Parties relating to that subject matter. An assignment or amendment to this Agreement shall be void and without legal effect unless it is in writing and duly signed by both Parties. The Parties are acting as independent contractors and independent employers under this Agreement. A Party shall not have any authority to act for or bind the other Party in any respect.

Accepted and Agreed by the undersigned duly authorized representatives of the parties:

University:

Customer:

Regents of the University of Minnesota

Company or Organization Name

Signature: _____

Signature: _____

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

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Exhibit A

1. Extension shall provide the following:
2. Customer shall provide the following: