

Search Advocate Training Program Service and License Agreement



This Service and License Agreement ("Agreement") is between Seattle Colleges (the "CLIENT") and Oregon State University, for its Division of Faculty Affairs, ("OSU"). CLIENT and OSU may individually be referred to as a "Party" and collectively as "the Parties."

1. **TERM.** This Agreement is effective on the date of last signature and shall remain in effect until 3/30/20 unless earlier terminated under the terms of this Agreement.
2. **PURPOSE.** The purpose of this Agreement is to provide contracted instruction for non-credit community education courses.
3. **STATEMENT OF WORK.**
 - 3.1 Services Provided. OSU shall deliver to the community, on behalf of Client, OSU's 2-day Search Advocate Program Series (the "Program"), consisting of two (2) workshop sessions for up to 40 participants.
 - 3.2 Program Description. The Program is a professional development session for employees that introduces the concepts of bias, diversity, the legal environment for hiring, defines the role of a "search advocate" in the search process, and examines the search process stage by stage to identify bias risks and process remedies.
 - 3.3 Delivery Schedule. The workshop sessions will be held January 29th and 30, 2020 from 8:30 am – 4:00 pm (including a 1 hour lunch) each day. Dates and times are subject to change upon mutual agreement by both Parties.
 - 3.4 CLIENT Responsibilities. CLIENT agrees to provide the venue, print and assemble printed materials, catering during Program sessions, and manage registration for the Program.

4. LICENSE TERMS AND CONDITIONS

- 4.1. OSU hereby grants to CLIENT, and CLIENT hereby accepts, a nonexclusive royalty-free license to record, make copies of, to modify for adaptation to bundle with other materials, the Program and accompanying support materials in the form delivered to CLIENT and subject to the following conditions, all other rights reserved.
- 4.2. CLIENT may use and distribute the Program and accompanying support materials internally and shall not otherwise use or distribute the Program and accompanying support materials without the express written permission of OSU.
- 4.3. CLIENT shall not modify or create derivatives of the Program and accompanying support materials other than for formatting or as necessary to bundle the Program with other materials used by CLIENT in conjunction with the Program.

- 4.4. CLIENT shall include the following statement of attribution on every copy of the Program: Copyright© 2009-2019 Oregon State University. "Search Advocate Program." All rights reserved. "Materials adapted with permission from Oregon State University". Any other publication or use is strictly prohibited.
- 4.5. CLIENT shall not use the name "Oregon State University", or any abbreviations thereof, or the names of any OSU developers of the Program without prior written approval from OSU except as provided in this Agreement.
- 4.6. As consideration for the permissions granted under this Agreement, CLIENT shall, upon request, provide OSU with feedback on the distribution and use of the Program and accompanying support materials. OSU shall be entitled to use any information provided by CLIENT to make changes to the Program and accompanying support materials without charge, royalty or fee of any kind.

5. FINANCIAL AGREEMENTS

- 5.1. Total Compensation. The total payment shall be \$3,875.00 for the services provided by OSU under this Agreement. This amount includes the workshop instruction, and additional travel costs for presenter. In addition, CLIENT will reserve and pay directly for agreed upon accommodations for three nights.
- 5.2. Invoice and Payment. CLIENT shall pay OSU thirty [30] days after CLIENT receives a detailed invoice from OSU. OSU must submit an invoice within two weeks (ten [10] business days) after the completion of the work which is the subject of this Agreement.
- 5.3. Late Payment. All payments are due thirty [30] days from CLIENT's receipt of OSU's invoice. If full payment is not made within forty-five [45] days of the invoice, OSU may assess overdue account 2/3 of 1% per month, or 8% per annum, on the outstanding balance (OSU Standard 576-010-0000).

6. GENERAL PROVISIONS

- 6.1. Termination. This Agreement may be terminated at any time by mutual consent of both parties, or by either Party upon 30 days' notice in writing, and delivered by certified mail or in person. Such termination shall not cancel any payment obligations by either Party for services performed prior to such termination.
- 6.2. Amendment. The terms of this Agreement may not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties.
- 6.3. Warranty. Any risk associated with using the Program or the accompanying support materials is assumed by CLIENT. The Program is experimental in nature and is made available as a courtesy "AS IS," without obligation by OSU to provide accompanying services or support. OSU AND THE AUTHORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES REGARDING THE PROGRAM AND ACCOMPANYING SUPPORT MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES PERTAINING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 6.4. Indemnification. The parties agree to indemnify and hold one another harmless from any loss, damage, injury, claim, or demand arising from their respective activities in connection with this Agreement. Neither party will be liable for any loss, damage, injury, claim, or demand arising from the negligence of the other party or its agents or employees. All of OSU's obligations and liabilities under this Agreement are subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- 6.5. Non-Discrimination. The Parties agree they shall not discriminate based on age, color, disability, ethnicity, gender identity, genetic information, marital status, national origin, pregnancy, race, religion, sex, sexual orientation, veteran or military status, or on any other basis protected by federal and/or state law.
- 6.6. Intended Beneficiaries. CLIENT and OSU are the only Parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 6.7. Assignment. This Agreement is non-assignable and non-transferrable.
- 6.8. Independent Contractor. The Parties are independent contractors in relation to one another and neither Party is authorized to act as principle/agent, partner, or employer/employee of the other.
- 6.9. Force Majeure. Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of University or Purchaser, respectively.
- 6.10. Written Notice. All notices or other communications under this Contract must be in writing and, unless otherwise expressly set forth in this Contract, shall be delivered in person, by email (and confirmed by mail), first class mail, fax (and confirmed by mail), registered or certified mail, or overnight delivery Service to the other Party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the Party to be notified.

To OSU:

Anne Gillies, Director
Search Advocate Program
Oregon State University
345 Snell Hall
2150 SW Jefferson Way
Corvallis, OR 97331
T: 541-737-0565
Anne.gillies@oregonstate.edu

To CLIENT:

Leda Goncharoff
Executive Assistant
Administrative Services
Seattle Colleges District Office
T: 206-934-4156
Leda.goncharoff@seattlecolleges.edu

For Notices only:

Contracts Officer
Contract Services | PCMM | Oregon State
University
644 SW 13th Street, Corvallis, OR 97333
T: 541.737.4261 | F: 541.737.5546
contract.services@oregonstate.edu

Jennifer Dixon
Interim Chief Human Resources Office
(and North Seattle College HR Director
Seattle Colleges District Office
T: 206-934-4101
Jennifer.dixon@seattlecolleges.edu

- 7. MERGER. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THEIR SIGNATURES BELOW, ACKNOWLEDGE HAVING READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

The Parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

OSU:

CLIENT:

DocuSigned by:
 By: Anne Gillies 11/30/2019 | 14:23:37 PST
 Anne Gillies Date
 Search Advocate Program Director
 OSU Faculty Affairs

DocuSigned by:
 By: Lisa Baker 1/24/2020 | 13:17:01 PST
 Lisa Baker Date
 Seattle Colleges Purchasing

By: _____
 OSU Authorized Representative Date