

Inter-Institutional Agreement

COOPERATIVE AGREEMENT

This cooperative agreement is made and entered into this by and between the Truckee Meadows Community College and the *(name of institution)*, both entities within the Nevada System of Higher Education.

WITNESSETH

WHEREAS, _____ desires for the _____ to provide _____ and

WHEREAS, the _____ is duly qualified and able to render the services as hereinafter described; and

WHEREAS, the _____ desires to provide the _____ with _____ services,

NOW THEREFORE, in consideration hereof, the parties hereto agree as follows:

Term of Agreement The term of the agreement shall be from _____ through _____ with two (2) one-year renewals on a year-to-year basis by mutual agreement.

Service to be Provided: *(Describe work to be performed/n detail).*

Compensation: _____ will be paid a total of \$_____ for *(describe services to be provided)*, which will commence _____ and end _____. Payment will be made on the first of each month (\$_____/month).

Assignment: Neither the _____ nor any interest therein, nor claim there under, shall be assigned or transferred by the _____ unless expressly authorized in writing by the Director of Purchasing of _____ and the Director of _____. No such assignment or transfer shall relieve the _____ from its obligations and liabilities under the Agreement.

Binding: The parties agree that this Agreement shall be binding upon the _____ and upon _____ its partners, successors, executors, and administrators.

Compliance: _____ is required to comply with all OSHA, EPA, ADA, HIPAA, FERPA, NCAA, and other relevant state and federal standards, codes, and regulations that may apply. (Rev. 4/06)

Default: In case of default by _____ reserves the right to hold the _____ responsible for any actual expenses incurred.

Entire Agreement: This Agreement, together with the other appendices hereto, constitutes the entire Agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties with respect to the subject matter hereof, whether expressed or implied, and shall bind the parties unless the same be in writing and signed by the parties. The

parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to this Agreement, except as in this Agreement expressly set forth.

Force Majeure: Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or and Governmental agency, strikes, fires, floods, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

Headings: The headings of this Agreement are for the purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

Laws: This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

Non-Discrimination in Employment: It has been and will continue to be the policy of _____ and _____ to be an equal opportunity institution. All decisions of admissions and employment are based on objective standards that will further the goals of equal opportunity. _____ is committed to assuring that all programs and activities are readily accessible to all eligible persons without regard to their race, color, religion, gender, national origin, ancestry, age, disability, Vietnam-Era and/or disabled veteran status, any protected class under relevant state and federal laws, and in accordance with University policy, sexual orientation.

Notice: Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed given upon the mailing thereof, postage prepaid, by certified or registered mail, return receipt requested, addressed to the other party at the address set forth below, or at such other address as either party shall designate to the other in writing hereafter:

Notices shall be sent to the _____ Purchasing Department as follows:
Director of Purchasing (*or other appropriate person, name and address*)

With copies to:
Director (*name and address*)

Notices shall be sent to the _____ as follows:
Dean (*name and address*)

All such notices shall be effective when deposited in the United States Mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on _____ the day of _____.

Board of Regents of the Nevada System of Higher Education,
on behalf of Truckee Meadows Community College

RECOMMENDED

By:

(Signature)
Name
Title

Date

APPROVED:

By:

(Signature)
Dr. Maria Sheehan
President

Date

(Name of Institution)

RECOMMENDED

By:

(Signature)
Name
Title

Date

APPROVED:

By:

(Signature)
Name
Title

Date