

NeighborWorks America

999 North Capitol Street, N.E. ▶ Suite 900 ▶ Washington, DC 20002 ▶ 202.760.4000 ▶ nw.org

PLACE-BASED TRAINING AGREEMENT

This Agreement is entered into as of February 23, 2016, by and between Neighborhood Reinvestment Corporation, dba NeighborWorks® America a Congressionally-created 501(c)(3) non-profit corporation (“NW”), and the **Michigan State Housing Development Authority**, (“Sponsor”).

WHEREAS, NW and Sponsor desire to work together in order to conduct multiple courses (“the Course”) training in Michigan, (the “Area”) by utilizing the training material of NW created for and utilized by the NeighborWorks® Training Institute (“NTI”) and the NeighborWorks® Center for Homeownership Education and Counseling (“NCHEC”);

WHEREAS, NW will provide the instructor (“Instructor”) to teach the Course;

WHEREAS, NW and Sponsor shall conduct such training in the Area, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Training Material.

The Training Fee indicated below is the cost to Sponsor for delivering the Course to a group of up to 40 individuals in each session no additional use of these training materials may be used outside of this specific place-based training. The Training Fee includes all amounts payable to NW and the Instructor for the services of the Instructor and the Instructor’s expenses, including, printed materials without limitation, transportation, meals and lodging, to be incurred in accordance with prevailing federal guidelines in connection with the Course.

1. Ownership of Training Material. Sponsor does hereby acknowledge that NW has and retains all right, title and interest, including copyright and trademark, in all of the NTI training/course materials that are subject to this Agreement (the “Training Material”).
2. License to Use Training Material. NW does hereby grant Sponsor a nonexclusive license to utilize and distribute the Training Material only in conjunction with the providing the following Courses:
 1. **HO209rq Delivering Effective Financial Education for Today's Consumer** from **June 7 to 9, 2016**, a 3-day-long course, in **Lansing, Michigan**, for a fee of **\$16,400**;
 2. **HO310 Financial Coaching: Helping Clients Reach Their Goals** from **August 22 to 23, 2016**, a 2-day-long course in **Lansing, Michigan** for a fee of **\$12,200**;
 3. **HO208 Building Skills for Financial Confidence** from **September 13 to 14, 2016**, a 2-day-long course in **Detroit, Michigan**, for a fee of **\$12,200**;
 4. **HO208 Building Skills for Financial Confidence** from **September 15 to 16, 2016**, a 2-day-long course in **Gaylord, Michigan**, for a fee of **\$12,200**; and

5. HO208 Building Skills for Financial Confidence from **September 27 to 28, 2016**, a 2-day-long course in **Lansing, Michigan**, for a fee of **\$12,200**.

Payment of the fee is due no later than 30 days after each course completion.

Reminder: Sponsor must pay costs of facilities and audio visual requirements. Course participant expenses such as travel, food and beverage, etc., are in addition to these fees. In addition, Sponsor must consult sufficiently in advance of dates of the provisions of the Course with the NeighborWorks® America-approved Instructor to ensure the proper set up for facilities and other logistical needs for the Course.

NeighborWorks® America will provide the Sponsor a customized registration code for the place-based training. Participants will be required to use the customized place-based registration code to register for the place-based training online at www.nw5.org/training/ based on the schedule determined by NW, and NW will send to the Sponsor a final registration report 7 days prior to the Course.

3. Copyright. NW and Sponsor shall ensure that an appropriate notice of NW's copyright to the Training Material shall be printed on all Training Material published by, reprinted, used and copied by either party for the Course/s. The copyright notice shall include the following:

Copyright © 2016 Neighborhood Reinvestment Corporation. All Rights Reserved.

4. Knowledge of Infringement of Rights in Training Material. If during the term of this Agreement, Sponsor becomes aware of an infringement of any Training Material, it shall promptly notify NW. If requested to do so by NW, Sponsor will cooperate (at no out-of-pocket expense to Sponsor) with NW if NW chooses to bring an infringement action against a third party whose infringement was brought to NW's attention by Sponsor. Subject to disclosures as required under the Michigan Freedom of Information Act (1976 PA 442) or court order, the Parties agree that materials provided by the Contractor in any training session are protected by copyright laws and are not to be produced in whole or in part for any reason without written consent.

5. Alteration of Training Material. Sponsor shall not alter or cause to be altered the Training Material without the prior consent of NW, which consent shall be at NW's sole discretion.

Presentation of Course.

1. Teaching of Course. The Course subject to this Agreement will be taught by a NeighborWorks® America-approved and NW provided Instructor. The Instructor shall be engaged and paid by NW. NW shall have the right to attend and review the teaching of any Course.

2. Certificate of Completion. At the request of the Sponsor, NW will provide certificates for those participants who complete the Course. Such certificates are only provided to those participants who fully attend all days of the Course. NW recommends that Sponsor announce to participants no later than the beginning of the first day of class that participants can receive a certificate for course completion only if they fully attend the Course. Upon completion of the Course, the NW approved Instructor will send NW a copy of the complete roster of all participants who attended the course, including name, address and whether the participant fully attended the Course. Participants should allow approximately four weeks from NW's receipt of the roster to receive their certificate of completion. If Sponsor desires to award the certificates at the completion of the Course to those

participants who complete such Course, Sponsor will need to provide NW with the aforementioned information no later than three weeks prior to the commencement of such Course and NW will deliver the certificates to Sponsor. In this case, the NW approved instructor will only award certificates to those who have fully attended and successfully completed the Course.

Miscellaneous.

1. Limitation of Liability: Other than with respect to Section 6 (Financial Responsibility), no party shall be liable for consequential, indirect, special or incidental damages arising out of or relating to this Agreement.

2. Term. This Agreement will commence on the date first written above and will continue in full force and effect until the later of (i) the day after the end of the teaching of the last Course subject to the Agreement and (ii) the fulfillment by Sponsor of all obligations set forth in this Agreement, unless sooner terminated as provided herein.

3. Termination:

(a) Default. -In the event either party is in breach or violation of any term, condition, or provision of this Agreement and fails to cure such breach or violation within ten (10) days from the date it is notified by the other party of such breach or violation, the non-breaching party shall have the right to terminate this Agreement in whole or in part. Such termination shall be without liability in any manner whatsoever to the non-breaching party.

(b) Fraud, Misappropriation of Funds. NW may terminate this Agreement or any portion thereof, effective immediately, by written notice to Sponsor in the event of (i) fraud, willful misconduct or gross negligence by Sponsor in the performance of its obligations under this Agreement, or (ii) misappropriation of any funds or other property by Sponsor in the performance of its obligations under this Agreement.

(c) Bankruptcy. NW may terminate this Agreement or any portion thereof, effective immediately, by written notice to Sponsor, if Sponsor (i) applies for or consents to the appointment of or the taking of possession by a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property; (ii) becomes insolvent; (iii) makes a general assignment for the benefit of creditors; (iv) suffers or permits the appointment of a receiver for its business or assets; (v) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, voluntary or otherwise; or (vi) fails to contest in a timely or appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or any application for the appointment of a receiver, custodian, trustee, or liquidation of itself or of all or a substantial part of its property, or its reorganization or dissolution.

(d) NW may terminate this Agreement and all of its obligations hereunder in the event NW has not received payment from the Sponsor thirty (30) days prior to the scheduled date of a place based training to be performed in connection with this Agreement.

4. Compliance with Law: Each party shall comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in performance of its obligations under this Agreement. Sponsor shall not discriminate against any employee or applicant for employment because of race, religion, sex, disability or national origin.

5. Independent Contractor Status: This Agreement is not intended to constitute, create, give effect to, or otherwise recognize an agency relationship, sponsorship, joint venture or other formal business organization of any kind, and the rights and the obligations of the parties hereto shall be only those expressly set forth in this Agreement. At all times, the parties hereto shall remain independent contractors, each responsible for its own employees. No party shall have any express or implied right or authority to create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, Agreement or undertaking with any third party.

6. Financial Responsibility & Reimbursement. The parties agree that neither shall indemnify the other. The Sponsor will reimburse NW up to the total amount (\$65,200) of this agreement for any out-of-pocket costs, fees, losses, damages, claims, actions, suits, judgments, liabilities and expenses, including attorneys' fees, disbursements and court costs, arising out of, relating to or incurred as a result of (i) any failure by the Sponsor, including any of its employees, to perform its obligations under this Agreement, (ii) any violation by the Sponsor, including any of its employees, of any law, ordinance, regulation or obligation under this Agreement, (iii) negligent or otherwise tortious actions or omissions or willful misconduct of the Sponsor, including any of its employees, in the performance of its obligations under this Agreement, or (iv) any claim brought by an employee or contractor of the Sponsor against NW under a Workers' Compensation or other similar statute."

7. Insurance. Sponsor agrees to carry general business liability insurance in amounts sufficient to protect itself, but in no event with limits of less than \$1,000,000, against any claims arising from activities conducted by Sponsor. Upon request, Sponsor shall provide a certificate evidencing such insurance to NW.

8. Subcontracting; Successors and Assignment: This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein shall be construed to create any rights enforceable by any other person or third party. This Agreement may not be assigned by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any assignment in violation of this provision shall be deemed null and void. Notwithstanding the foregoing, NW acknowledges that Sponsor may hire independent contractors to teach the Course/s; provided that NW provides prior approval of the instructor(s) for each Course.

9. Notices: All notices, requests, demands, or other communications required or permitted hereunder shall be made in writing, and shall be deemed delivered (i) on the date of delivery when delivered by hand, (ii) one (1) day after dispatch when sent by overnight courier maintaining records of receipt, or (iii) three (3) days after dispatch when sent by registered mail, postage prepaid, return-receipt requested, all addressed as follows (or at such other addresses as shall be given in writing by either party to the other):

If to NW:
NeighborWorks® America
999 North Capitol Street, NE Suite 900
Washington, D.C. 20002
Attention: Brian Harvey
Manager, Place-Based Training
bharvey@nw.org
Telephone: 202-760-4000

If to Sponsor:
Michigan State Housing Development Authority
735 East Michigan Avenue
Lansing, MI 48912
Attention: Tara Gilman and Libby Carpenter
GilmanT@michigan.gov/Carpenterl3@michigan.gov
Telephone: 517-241-4351

10. Other

This Agreement shall be construed under and governed by the laws of the State of Michigan, without regard to its conflict of laws provisions. Each of the parties hereby consents to the jurisdiction of any state or federal court located within Michigan, waives personal service of and all process upon it, and consents that all such service of process be made by registered mail, and service so made shall be deemed to be completed upon actual receipt thereof. EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO GRANTING OF SUCH LEGAL OR EQUITABLE RELEASE AS IS DEEMED APPROPRIATE BY THE COURT. This Agreement is the complete understanding of the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. The parties may modify this Agreement only by written instrument signed by each of the parties hereto. Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. The headings contained in this Agreement are intended solely for the convenience and shall not affect the rights of the parties to this Agreement. This Agreement may be executed in counterparts, all of which shall be considered one and the same Agreement and each of which shall be deemed an original. This Agreement may be executed by facsimile, and a facsimile signature page shall be deemed an original signature page. Notwithstanding the foregoing, the powers and authority of Sponsor shall be construed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers as of the day, month and year first above written.

NEIGHBORHOOD REINVESTMENT CORPORATION dba NeighborWorks® America

Michigan State Housing Development Authority

By: _____

By: _____

Name: _____

Name: Kevin Elsenheimer

Title: _____

Title: Executive Director