

[For Non-Governmental Entities]
**NON-STUDENT AGENCY AFFILIATION
AGREEMENT**

THIS AGREEMENT “Agreement” by and between **THE REGENTS OF THE UNIVERSITY OF COLORADO**, a body corporate, created and operating under the Constitution and Statutes of the State of Colorado, contracting on behalf of the University of Colorado at Boulder, hereinafter referred to as “University,” and _____, with its principal office at _____, hereinafter referred to as “Agency.”

WITNESSETH:

WHEREAS, Agency has requested permission to obtain access to certain University services, equipment supplies and/or facilities; and

WHEREAS, University has determined that it would serve the interests of the University community to grant Agency permission to obtain such access; and

WHEREAS University has determined that Agency meets the qualifications to be treated as a Non-Student Affiliated Agency; and

WHEREAS, Agency wishes to enter into this Agreement to become a Non-Student Affiliated Agency as a condition to being eligible to receive access to certain University services, equipment supplies and/or facilities;

NOW THEREFORE, in consideration of accepting the benefits and burdens described below, it is agreed by and between the parties that:

1. Prevailing Charges. For any services, equipment supplies or facilities it wishes to receive, Agency agrees to pay the prevailing charges University determines to be appropriate for Non-Student Affiliated Agencies. Agency recognizes that such charges are subject to change upon notification from University. Further, Agency recognizes that the availability of the services is subject to general policy changes as implemented by University in its discretion; provided, however, that University agrees to give Agency as much notice as practicable with reference to any such policy changes.
2. Agency Account. The University agrees to establish and maintain a University custody deposit account for Agency that will be governed by the policies and procedures applicable to Non-Student Affiliated Agency accounts. This account shall be the means by which Agency will pay for the University services, equipment, supplies and rentals it wishes to obtain, unless a specific agreement authorizing such access provides for a different method of payment.

3. Minimum Balance. At all times, Agency agrees to maintain a balance in its Non-Student Affiliated Agency account of an amount not less than 110 percent of the highest expected monthly expenditure base which will include General Administrative Recharge (hereinafter "GAR") expense. The University will present a monthly statement of account to Agency and Agency will reimburse the University within 20 days of the date of this statement, and in such a fashion as to maintain the deposit established above. The charge for the services rendered by the University and made available to Agency will be calculated at one-half the prevailing GAR rate times the total dollar value of monthly expenditures charged to the custody deposit account on a monthly basis.
4. Charges for Negative Balance. In accordance with the University Pooled Investment Earnings Policy, custody deposit accounts with average quarterly negative balances will be assessed interest at the prevailing rate set by the office of University Treasurer for all such accounts.
5. Disputed Charges. Agency agrees that any disputed charges assessed against the custody deposit account must be resolved directly between Agency and the University department, area, or facility that provided the goods and/or services that are disputed. Until such resolution occurs, Agency will remain responsible for payment of the disputed charges. If it is determined that Agency is not liable for such charges then the disputed amount will be reimbursed to Agency.
6. Access to Services, Equipment, Supplies and Facilities. Subject to availability and subject to compliance with applicable law, policies and procedures, the University will make services, equipment supplies and facilities available to Agency on the same terms as they are made available to other Non-Student Affiliated Agencies. Agency may make arrangements to receive desired services, equipment supplies and/or facilities by contacting the appropriate University office and by completing any required documents.
7. Term of this Agreement. The term of this Agreement shall commence on the date that it is fully executed by both parties and shall continue for five years, unless sooner terminated.
8. Amendment. This Agreement may be amended by mutual written agreement of the parties.
9. Nondiscrimination. Agency agrees to comply with University's non-discrimination policy that prohibits discrimination on the basis of race, color, religion, national origin, sex, sexual orientation or physical disability.
10. Indemnification. Agency agrees to indemnify, defend and hold harmless the Regents of the University of Colorado, a body corporate, its officers, administrators, agents, employees and students from and against any and all claims or demands arising out of or in any way connected with Agency's use of University services, equipment supplies and/or facilities.

11. Independent Contractor. In the performance of this Agreement, neither party is authorized or empowered to act as an agent of the other party. Neither party shall be bound by the acts or conduct of the other.
12. Contact Information. Correspondence about this Agreement may be addressed to the following:

For University:

For Agency:

Office of Vice Chancellor for
Administration
University of Colorado at Boulder
24 UCB
Boulder, CO 80309-0399
Tel: (303) 492-7523
Fax: (303) 492-8469
Email:

The parties agree to keep each other informed if there is a change in this contact information.

13. No Fault Termination. It is mutually understood and agreed that either party to this agreement may terminate it or terminate certain services offered under it by giving not less than 30 days prior written notice to the other party.
14. Termination for Failure to Reimburse or Maintain Balance. It is further understood and agreed that if Agency fails to maintain the financial deposit in its custody deposit account or fails to reimburse University within 20 days of the date of the monthly statement of account as specified above in paragraph 2, in addition to any other remedies it may have, University may terminate this agreement immediately and unilaterally.
15. No Assignment. This Agreement may not be assigned or delegated without the written permission of the parties.
16. Compliance with Applicable Laws. Agency agrees to comply with all applicable, laws, regulations, policies and procedures. This Agreement shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, University and Agency have executed this Agreement and/or authorize the same to be executed by their duly authorized representatives as of the date shown below the representative's signatures; said agreement to become effective as of that later date.

The Regents of the University of
Colorado, a body corporate by:

[Agency]

By _____

By _____

Title _____

Title _____

Date _____

Date _____