

**AGREEMENT BETWEEN
CENTRAL MICHIGAN UNIVERSITY AND
THE BESSER MUSEUM FOR NORTHEAST MICHIGAN**

This Agreement is entered into effective on the 5th day of December 2019 between Central Michigan University, hereinafter referred to as **CMU**, located in Mt. Pleasant, Michigan, and The Besser Museum for Northeast Michigan, hereinafter referred to as **AGENCY**, located at 491 Johnson Street, Alpena, Michigan 49707. The purpose of this Agreement is to specify the responsibilities of the parties related to the project titled "Besser Museum Board Strategic Planning Session Moderation."

In consideration of the mutual promises herein and benefits received, it is hereby agreed by **CMU** and **AGENCY** as follows:

A. PROJECT OVERVIEW:

The purpose of this project is for **CMU** to collaborate with **AGENCY** to provide services to assist the **AGENCY** with this project.

B. RESPONSIBILITIES OF CMU:

CMU, through the services of Ron Bloomfield, will provide research/coordination with **AGENCY** staff to set an agenda and provide appropriate content for a board strategic planning update retreat. Mr. Bloomfield will act as facilitator for the strategic planning update retreat which will be held in Alpena on January 18, 2020. After the retreat, Mr. Bloomfield will follow up with the **AGENCY** staff and write a summary report of conclusions arrived at during the meeting that the **AGENCY** can use as a basis for future planning.

C. RESPONSIBILITIES OF AGENCY:

1. **AGENCY** will collaborate with **CMU** by allowing access to **AGENCY** staff.
2. **AGENCY** will collaborate and cooperate with **CMU** during the term of this project.

D. DURATION OF AGREEMENT:

This Agreement will be effective when this agreement is signed by both parties and will end on May 30, 2020.

E. PAYMENT:

1. **AGENCY** will reimburse **CMU** for expenses incurred in alignment with the budget included in Attachment A. **CMU** has the authority to re-budget up to 10% of the total budget within already existing budget line items.
2. **AGENCY** will reimburse **CMU** within 15 days of receipt of an invoice.
3. **AGENCY** will remit payments to Central Michigan University, Grant Accounting, Warriner 304, Mt. Pleasant, Michigan 48859.

F. OTHER AGREEMENTS:

This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement.

G. CHANGES IN CONDITIONS:

No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing and signed by both parties.

H. INDEMNIFICATION:

Each party to this contract must seek its own legal representative and bear its own costs including judgments in any litigation which may arise from its action during the performance of this agreement. It is specifically understood and agreed that neither party will indemnify the other in such litigation, other than described above.

1. INDEPENDENT CONTRACTOR:

The relationship between **CMU** and **AGENCY** shall at all times and to the full extent recognized by law be that of an independent contractor. **AGENCY** understands and acknowledges that neither it nor any of its employees or agents shall be deemed to

be employees of **CMU**. **CMU** understands and acknowledges that neither it nor any of its employees or agents shall be deemed to be employees of **AGENCY**.

J. ASSIGNMENT OF AGREEMENT:

This Agreement may not be assigned in whole or in part to any other recipient by either **CMU** or **AGENCY** without the written approval of the other party.

K. OWNERSHIP OF DATA:

AGENCY is free to use the results of all work performed by **CMU** under this contract without seeking any additional permission of **CMU**; however **AGENCY** agrees that they will not use the name of **CMU** in any educational, promotional or marketing materials, or in any other manner, without the prior written approval of **CMU**. Any specification, data, records, files, or documents (including copies, summaries, CD, or other medium for the electronic storage of information) prepared or acquired by **CMU** pursuant to this Agreement shall be the property of **AGENCY**. All copyright and other intellectual property rights in and to such records shall belong to **AGENCY**, either by operation of law as a Work for Hire, to the extent that provision applies, or by copyright transfer effective on the date such records are created.

L. CONTACT

The contact person for **CMU** is Ron Bloomfield, Rowe 103, Central Michigan University, Mt. Pleasant, 48859, telephone (989) 774-3304. The contact person for **AGENCY** is Christine Witulski, Executive Director, Besser Museum for Northeast Michigan, 491 Johnson Street, Alpena, MI 49707, telephone number (989) 356-2202.

M. AUTHORITY:

The signatories affirm that they have the authority to bind their respective parties to this Agreement.

SIGNED ON BEHALF OF CMU

David E. Ash

David E. Ash, Vice President for
Research and Dean of Graduate Studies

12/6/19

Date

SIGNED ON BEHALF OF THE
BESSER MUSEUM FOR
NORTHEAST MICHIGAN

Christine Witulski

Christine Witulski
Executive Director

12/6/19

Date

Attachment A Budget

Wages: Ron Bloomfield 20 hours
supplemental pay @\$28.61 = \$572.00

Fringe benefits: 25.75% of wages =
\$147.00

Mileage: 324 miles round trip (162 x 2)
@ .58/mile = \$188.00

Total direct costs:	\$907.00
Indirect costs (34%):	\$308.00
Total project	\$1,215.00