



Middlebury

## Summer 2023 Participating Institution Funding Agreement

This Funding Agreement (the “Funding Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the President & Fellows of Middlebury College (“Middlebury”), and \_\_\_\_\_

\_\_\_\_\_ (“Participating Institution”) (collectively “the parties”), for the primary purpose of receiving and disbursing the Projects for Peace funding for Summer 2023 to eligible Participating Students. May it be known that the undersigned parties, for good consideration, do hereby agree to stipulations outlined below. The original Participation Agreement for Summer 2023 previously executed between the parties remains and continues in full force and effect, and constitutes a legal, valid, and binding obligation of each party thereto. These stipulations shall be made valid as if they are included in the original Participation Agreement. Any reference to the original Participation Agreement after the date of this Funding Agreement is deemed to be a reference to the original Participation Agreement as appended by this Funding Agreement. No other terms or conditions of the original Participation Agreement shall be negated or changed as a result of this Funding Agreement.

The parties do hereby resolve to cooperate as follows:

- Middlebury shall pay the Participating Institution one lump sum for the total funds awarded to all eligible Participating Students as provided in the Proposed Budget(s). Participating Institution shall be responsible for disbursement of funds to each Participating Student(s), as well as proper accounting and fiscal oversight of all funds awarded to the Participating Institution and each Participating Student(s). Participating Institution shall monitor Participating Student(s) expenditures and project progress.
- Participating Institution shall ensure all Participating Students complete and sign the Participating Student Project Funding Agreement and return a copy to Middlebury. Funds will not be disbursed to the Participating Institution until all Funding Agreements (Participating Institution and Participating Student Funding Agreements) have been received by Middlebury.
- Participating Institution shall provide expenditure and progress reports to Middlebury upon request.
- Participating Institution shall ensure that the project is undertaken as proposed and that all final reports and requisite materials are submitted by the final report deadline. If there are delays, Participating Institution must update Middlebury immediately but no later than the final report deadline.
- Projects for Peace expects grant funds to be fully expended. Participating Institution will be responsible for returning any unused funds to Middlebury, upon request, including the return of funds for incomplete projects, or projects for which a final report and requisite materials is not submitted.
- Participating Institution shall ensure that Participating Students can engage in the project safely and will abide by all health and safety measures related to COVID-19, including governmental orders. Middlebury shall not be responsible for injuries or losses arising from the negligence of the Participating Institution or the Participating Students from following applicable COVID-19 health and safety measures.
- Middlebury will continue to track the health and safety implications of COVID-19 and reserves the right to modify plans for funding as necessary and appropriate.
- Middlebury may terminate the Funding Agreement in whole or in part upon written notice if the prime award is terminated or reduced by the donor-advised fund. If any funds have been distributed by Middlebury, Participating Institution may be responsible for returning any unused portion to Middlebury within fifteen (15) days of termination.
- Middlebury shall not be liable for delay or failure to perform its obligations under the Funding Agreement to the extent resulting from: fire, floods, landslides, earthquakes, catastrophes, explosions, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, failure or default of public utilities or common carriers, national emergencies, natural disasters,

governmental regulations, acts of God, pandemics, epidemics, diseases or public health emergencies of international or domestic concern, acts, omissions or delays in acting by any governmental authority, delay in transportation, including act or omission of carriers, death or illness of key personnel, delays or failure to perform by subcontractors, or similar or dissimilar causes or acts beyond its control and without its fault or negligence (“Force Majeure Event”). If a Force Majeure occurs and prevents Middlebury from performing its obligations, Middlebury shall give immediate notice to the Participating Institution, stating the nature of the Force Majeure and any action being taken to avoid or minimize its effect. If the Force Majeure will prevent the project funds from being disbursed as scheduled, Middlebury will use best commercial efforts to reschedule it. If rescheduling is not possible, Middlebury will notify Participating Institutions, and the parties may terminate the Funding Agreement.

- Participating Institution shall release and forever hold harmless the Projects for Peace initiative, Middlebury, and all other of its participating institutions from any claim or liability arising from or related to performance of a project.
- The duration of this Funding Agreement will be in force from the date of execution until the date by which the final report(s) are required to be submitted for the 2023 grant year, or as otherwise agreed in writing by both parties.
- This Funding Agreement may be amended or modified by mutual consent only by a written instrument signed by both parties.
- This Funding Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
- This Funding Agreement shall be governed by the laws of the State of Vermont.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized agents to execute this Funding Agreement as of the date signed below.

**PARTICIPATING INSTITUTION**

Name of Institution:

Signature:

Signed by (name, title):

Date:

**MIDDLEBURY**

The President and Fellows of Middlebury College (Middlebury)