



Middlebury

**Summer 2023
Participating Student 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 Student”) (collectively “the parties”), for the primary purpose of receiving the Projects for Peace funding for Summer 2023. May it be known that the undersigned parties, for good consideration, do hereby agree to stipulations outlined below.

The parties do hereby resolve to cooperate as follows:

- Participating Student understands that funding will be disbursed to them through their Participating Institution in accordance with the agreed upon terms. Middlebury is not responsible for providing funds directly to the Participating Student.
- Participating Student understands that funds will not be disbursed until this Funding Agreement has been completed and received by Middlebury.
- Participating Student agrees to undertake and complete the project during the Summer of 2023 with the awarded funds and will prepare a final report, final expense report, and minimum of three (3) photos due to their Participating Institution in advance of the September 22, 2023, deadline, and agrees that this report may, alone or in combination with other reports, be edited, posted on the web, or otherwise be published without further approval.
- Participating Student understands that once they agree to this award, they are committed to the project they applied for and are expected to expend the grant funds as outlined in the Proposed Budget. Deviations from the Proposed Budget should be reviewed and approved by their Participating Institution and any unused funds must be returned to their Participating Institution for reimbursement to Middlebury. Participating Student may not ask to transfer unused funds to another internship or experience.
- Participating Student must submit expenditure and progress reports on a regular basis to their Participating Institution. If a Participating Student fails to submit progress reports and/or a final report by the deadline, the Participating Student may be responsible for returning the entire Proposed Budget for that project.
- Participating Student must 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 Student 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 funds. If any funds have been distributed by Middlebury, Participating Student may be responsible for returning any unused portion 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 Student’s 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

Summer 2023 - Projects for Peace Participating Student Funding Agreement, Page 2

it. If rescheduling is not possible, Middlebury will notify Participating Institutions, and the parties may terminate the Funding Agreement.

- Participating Student assumes full responsibility for their actions and 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 the performance of their project.
- Participating Student understands that they are not relying on Middlebury to supervise or control their participation in this project, or to warn them of possible dangers associated with it, and they understand that they are solely responsible for assessing their own skill and ability to participate safely in this project. Knowing the dangers, hazards, and risks, and in consideration for being allowed to participate, on behalf of themselves, their family, estate, heirs, executors, administrators, and assigns, Participating Student hereby accepts all dangers, hazards, and risks that may result from their participation in the project, and they hereby release Middlebury, its employees and agents, from any and all claims, suits, and expenses for loss of, or damage to, their property, and for any illness or injury to them, including their death, that may result from, or occur during, their participation in the project.
- The duration of this Funding Agreement will be in force from the date of execution until the date by which the final report is 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.

PARTICIPATING STUDENT HAS CAREFULLY REVIEWED THIS AGREEMENT AND, BY THEIR SIGNATURE BELOW, HEREBY CONFIRMS THEIR UNDERSTANDING OF ITS CONTENTS AND AGREES TO BE BOUND BY ITS TERMS AS A CONDITION OF THEIR PARTICIPATION IN PROJECTS FOR PEACE. PARTICIPATING STUDENT AFFIRMS THAT THEY ARE 18 YEARS OF AGE OR OLDER.

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

PARTICIPATING STUDENT

Name of Student:

Institution & Class Year:

Project Title:

Email Address:

Signature of Student :

MIDDLEBURY

The President and Fellows of Middlebury College (Middlebury