

Michigan Tech

Order for Services

Michigan Technological University
1400 Townsend Drive
Houghton, Michigan 49931

Principal Investigator:

Project Title:

Fund Goal:

Posting Period:

Posting Institution:

Address:

Address:

City:

State:

Zip Code:

Institution's Liaison:

Name:

Title:

Email:

Phone:

Description of Services:

Michigan Technological University (Michigan Tech) agrees to:

1. Maintain and operate Superior Ideas website (www.superiorideas.org) (the "Site")
2. Receive proposed project description and funding goal from Posting Institution ("Project") and, upon agreement regarding content, integrity and marketability of the Project, will post to the Site
3. Receive charitable contributions for Project on behalf of Posting Institution
4. Retain a portion of the contributions therefrom to defray the costs of maintaining the Site and administering received funds ("Retention Fee"). The agreed upon Retention Fee is 7.5% of all contributions received and will be withheld from payments made to the Posting Institution.
5. Ensure a transfer of net funds to Posting Institution within 30 days of posting period end date
6. Identify Posting Institution on the Site
7. Provide contact information to Posting Institution for all contributions received on its behalf through the Site
8. Announce Posting Institution's participation in the Site through social media.

Posting Institution agrees to:

1. Provide only content for posting to the Site for which Posting Institution has the legal right to provide and which is not subject to any copyright or other restriction
2. Authorize Michigan Tech, and any agency or partner that Michigan Tech chooses to engage, to accept charitable contributions on its behalf
3. Identify a liaison to Michigan Tech who is designated as the primary point of contact for all matters related to Posting Institution's participation in the Site, including but not limited to, the responsibility for approving all information, including the Project description, provided by Posting Institution to Michigan Tech
4. Receive a transfer of its charitable contributions and thereby acknowledges all contributions deemed as charitable under tax law
5. Assume responsibility for Project follow up such as the performance or punctuality of its Project, progress reporting as well as the internal distribution of its contributions received.

Michigan Tech and Posting Institution agree that posting a Project to the Site does not transfer the Posting Institution's intellectual property rights or copyrights to Michigan Tech.

This Order must be signed by an institutional official authorized to obligate the Posting Institution. Signing the acceptance below acknowledges Michigan Tech's and confirms Posting Institution's agreement to the terms and conditions that appear on this Order.

Accepted by: _____

Name: _____

Title: _____

Date: _____

1. **Services.** Michigan Tech agrees to perform those services described on page 1 of this Order for Services ("Order") in the block labeled Description of Project.

2. **Project Posting.** Michigan Tech has sole discretion to decide whether the Posting Institution's Project is to be posted on the Site. If a project is posted for the Posting Institution it becomes the Project Owner. The Site is intended to present and share certain information about the Project and elicit feedback and contributions from users. Though Michigan Tech cannot be held liable for the actions of the Project Owners or users of the Site, all Project Owners are nevertheless wholly responsible, to the best of their abilities, for fulfilling obligations both implied and stated in any project listing they create. Michigan Tech reserves the right to remove the Project from the Site for any reason. In the event the Project is removed from the Site and contributions have been collected for that Project, any and all remaining contributions collected (less Retention Fee) will be paid to the Posting Institution.

3. **Financial.** All contributions for the Project will be made payable to the Michigan Tech Fund ("Tech Fund"), a not-for-profit, tax-exempt 501(c)(3) corporation established under the laws of the State of Michigan. The Posting Institution agrees that the Tech Fund will act as the funding agent, collecting payments on its behalf and disbursing them as appropriate. Michigan Tech does not, at any time, receive or hold monies intended for Posting Institution.

All contributions for the Project will be made payable to the Michigan Tech Fund collected via credit card or any other payment method established. All contribution payments are immediately processed and will be paid to the Posting Institution within 30 days of the posting period end date, whether the Posting Institution's funding goal is met, or not.

Michigan Tech may, but is under no obligation to, seek the refund of contributions if a Project Owner misrepresents the Project or misuses the funds. The Posting Institution acknowledges and agrees that all of its contributions are between the Posting Institution, as the Project Owner, and the Processor only, and that Michigan Tech is not responsible for contribution transactions, including without limitation any personal or payment information provided to the Processor.

Michigan Tech makes no guarantee regarding the number or amount of contributions, or the amount of any payment to be made to the Posting Institution under this Order.

4. **Termination.** This Order may be terminated at any time by the giving of thirty (30) days notice thereof by the terminating party to the other party in writing; provided, however, that, notwithstanding such termination, the parties shall fulfill their outstanding obligations under the Terms of Use agreement.

5. **Exclusion of warranties.** Michigan Tech makes no warranty, representation or guarantee of

any nature, express or implied in connection with the services to be provided. All warranties, including any implied warranties of merchantability or fitness are expressly disclaimed.

6. **Relationship of the Parties.** Nothing in this Order shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, pooling arrangement, or formal business entity of any kind. The parties shall act as independent contractors. The employees of one shall not be deemed to be the employees of the other. Neither party shall act as agent for or partner of the other relative to third parties, nor be authorized to incur any liability or to represent or make commitments on behalf of the other.

7. **Indemnity.** Each party remains liable for all risks of personal or bodily injury and property damage caused by the negligent or willful acts or omissions of that party but subject to and reserving all applicable immunities granted by law or constitution to either party. Except as provided above Posting Institution shall fully indemnify and hold harmless Michigan Tech against all claims, costs or judgments (including expenses of defense) arising out of Posting Institution's use, commercialization, or distribution of information, materials or products which result in whole or in part from the services performed pursuant to this agreement; and from and against any and all claims, costs or judgments (including expenses of defense) arising out of claimed copyright, patent, or other confidentiality or proprietary rights violations with respect to any product or information provided by Posting Institution to Michigan Tech. This clause is solely for the benefit of the parties to this Order and is not intended to create any rights in any third party.

8. **Name Use.** Aside from referencing the existence of this Order and the fact that the Posting Institution has been accepted to post a Project on the Site which is owned and hosted by Michigan Tech, neither party will use the name of the other party, nor of any member of the other party's employees, in any publicity, advertising, or news release without the prior written approval of the authorized representative of that party.

9. **Agreements.** This Order, together with any other legal notices and agreements published by Michigan Tech via superiorideas.org, shall constitute the entire agreement between the parties. In the event of ambiguities or conflict between the Terms of Use posted on the Site and this Order, the terms of this Order shall supersede those included in the Terms of Use.