



Fostering Strategic Collaborations

Partnership Toolkit

Campus housing and residence life departments must identify partners to help develop business operations, enhance the community, provide efficiencies, and improve service. These partners may be found on campus, in the community, or within the larger campus housing industry and vendor community.

Rarely will any HRL department have all of the resources they need to run a successful and efficient operation with their in-house staff and expertise. In fact, being strategic in developing partnerships with other departments and business entities will provide better service to the students while allowing the departmental staff to focus on those aspects of the residential experience that would be difficult for a third party to provide.

It is important that contracts and agreements are developed with the best interests of both parties involved. This is best accomplished by the department doing advanced research so that a clear business case is being offered to potential partners to help minimize unwelcome surprises. Having samples of contracts and agreements that have proven successful is a valuable resource that saves the time of creating something from scratch and helps eliminate overlooking any vital elements.

ACUHO-I will issue a call-for-contributions encouraging campus housing departments to submit samples of a request for proposal, memorandum of understanding, individual service agreement, and other documents useful in formalizing internal and external partnerships.

Toolkit Elements

A complete partnership toolkit will include information about the most common tools and processes used to obtain goods and services from external, and occasionally, internal partners. Along with an explanation of the document and suggestions of items to consider, it will include templates and sample documents that have been used at other institutions.

Request for Information (RFI): Collects written information about the products, services, and capabilities of various suppliers. Used in the earliest stages of a project to better understand the options available for solving a problem or completing a task. It is useful for RFIs to be presented in a standard format to better allow comparisons between vendors and suppliers.

RFIs commonly include:

- Project details
- Evaluation criteria
- Qualifications
- Submission details
- Response deadline
- Scope of work (including what is within AND outside of it)
- Customized questions about target audiences, past projects, and company characteristics

Request for Qualifications (RFQ): Used to identify potential partners for larger, more complex projects such as construction, architecture, or legal services. Questions are tailored to identify the best-qualified solution (rather than, say, the least expensive) and often are used for winnowing candidates down before issuing a request for proposal.



Areas of consideration include:

- Vendors' business experience
- Staff backgrounds and expertise
- Technical capabilities
- Details about similar previous projects
- Operational processes
- Customer success policies
- Satisfaction guarantees

Request for Proposal (RFP): The process and documentation used in soliciting bids for potential large-scale projects. Examples can be calls for architects and construction companies for new-build and renovation projects; companies for services such as mail, vending, and dining; and information technology solutions. RFPs can take on a variety of formats based on the scope of the project in question and templates and resources often are available through an institution's procurement office.

RFPs often include:

- Project overview statement
- Scope of work
- Evaluation metrics
- Submission requirements
- Relevant dates and deadlines
- References
- Proposed budgets

Individual Service Agreement (ISA): A contractual agreement between an institution or department and a contractor for services that cannot be provided by existing staff. These services may include items such as an external review, consultation for master planning, program evaluation, staff training, and team development. It is often also used to acquire the technical expertise required to support the implementation or maintenance of software and hardware systems. Some examples common in HRL include financial planning consultants, facilities condition assessment consultants, professional trainers, and program reviewers with HRL expertise.

Items to include in an ISA:

- Description of service being provided
- Scope and term of service
- Access terms regarding institutional information and resources
- Payment terms
- Applicable institution, state, and federal guidelines
- Applicable legal terms binding the agreement
- Authorized signatories

A sample ISA contract from the University of North Carolina, Charlotte is included on the following pages.



9201 University City Boulevard, Charlotte, NC 28223
Purchasing Office

Individual's Name
Individual's Address

Date

Dear Insert Name:

This letter confirms the terms and conditions of the agreement ("Agreement") to provide professional services to the University of North Carolina at Charlotte, on behalf of the **Insert name of department**. In all instances you are referred to as "Contractor" and UNC Charlotte as "University."

Period of Performance (Term): This Agreement is in effect from **start date** through **end date**. If through any cause, excluding a Force Majeure event, Contractor shall fail to fulfill in a timely manner the obligations under this Agreement, University shall have the right to terminate this Agreement by giving written notice to Contractor and grant Contractor ten (10) days in which to correct such failure. If correction is not possible, all finished or unfinished assignments by Contractor shall be entitled to receive compensation for any satisfactory work completed. Contractor shall not be relieved of liability to University for damages sustained by University by virtue of any breach of this Agreement, and University may withhold any payment due Contractor until such time as the exact amount of damages due University from such breach can be determined.

Description of Work: **Describe project and key deliverables or milestone dates**

Payment & Schedule: Contractor shall invoice University upon the completion of major tasks as outlined above. University shall pay Contractor a total sum of **_____ Dollars** (**\$ _____**) on Net 30 terms after the receipt of invoice(s). University is tax exempt and should not be billed for federal or state sales or use taxes. Any and all payments to Contractor are dependent upon and subject to the availability of funds to UNC Charlotte per the State Budget Act, NCGS Ch. 143C. **List progress payment schedule (if applicable) in this section.**

Confidentiality Statement: Contractor must maintain in confidence any confidential information obtained during the course of performing under this Agreement. "Confidential information" is any information designated as confidential by University, including but not limited to information about personnel and students of the University to the extent such information is not available to the public in accordance with the N.C. Human Resources Act,

N.C.G.S. § 126-1, *et seq.*, and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, *et seq.* and its implementing regulations. If there are any questions about what is or what is not covered by this confidentiality obligation, please consult with the University's Office of Legal Affairs. With respect to confidential information, Contractor will not release, copy or discuss in any format, any confidential information, and must at the completion of work under this Agreement and at University's option, shred or otherwise completely destroy or return any documents, or other records that contain confidential information.

Tax Provisions: Contractor is responsible for his own federal and state taxes. If Contractor is not a resident of North Carolina and is not otherwise exempt from federal income taxation or exempt under NC General Statute 105-163.1, UNC Charlotte will withhold a 4% nonresident income tax from payment(s) greater than \$1,500 to Contractor during any one calendar year for the consultation or Contractor's services, in accordance with NC General Statutes 105-163.1 - 163.3. Contractor may not represent himself as an employee or agent of UNC Charlotte. Payments made directly or indirectly to foreign national individuals or companies may be subject to an additional withholding tax of as much as 30%. Any contracted services with foreign national individuals or companies are contingent on proper immigration authorization.

NOTICE FOR FORMER STATE EMPLOYEES NOW RETIRED AND RECEIVING STATE RETIREMENT SYSTEM BENEFITS: State retirees returning to work for a state entity, even as an independent contractor, may be at risk of losing their retirement benefit and having to repay benefits already received. Under the new State definition of "retirement," a State employee may only receive their retirement benefit when that person has: (1) completely separated from active service with "no intent or agreement, express or implied, to return"; and (2) not performed work of any kind for the State, including "part-time, temporary, substitute, or contractor service," during the first six months following retirement.

Earnings limits for State retirees also apply. The formation of a corporation does not exempt retired employees from the statutory earnings cap. If the corporation is formed for the purpose of providing services to a State employer based on a contract, and the employees are primarily State retirees, then the corporation is not exempt from earnings restrictions. However, if a retiree goes to work for an established corporation that (1) has multiple employees not predominately former State employees, and (2) the corporation provides contract services to multiple employers that are not Public agencies, then those earnings would not be subject to restrictions under N.C.G.S.135-3(8)c.

Intellectual Property: Copyright in all deliverable items produced in whole or in part under this Agreement vests in University and may not be the subject to an application for copyright by or on behalf of Contractor. To the extent that such deliverable are not works made for hire, Contractor assigns all copyright in such items to University and will execute any further documents necessary to perfect title in the University. Further, all inventions conceived or reduced to practice as part of Contractor's performance of this project vests in University, and Contractor must assign all rights therein to University.

Reimbursement Provisions: All expenses incurred in the course of performing the work described above will be reimbursed by UNC Charlotte, in accordance with University's policies on reimbursements of employees.

Indemnification and Hold Harmless Provisions:

- a. Any personal injury to Contractor or third parties or any property damage incurred in the course of performance of this Agreement is Contractor's responsibility, unless such injury or damage is the result of the negligent act or omission of a University employee such that the injury or damage is compensable under the N.C. Tort Claims Act, NCGS Ch. 143-291, et seq.
- b. Contractor must indemnify UNC Charlotte, The University of North Carolina, its governing boards, officers, employees, agents, and students from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees that arise out of Contractor's performance of this Agreement, except to the extent such are caused by the sole fault or negligence of UNC Charlotte.

Force Majeure: Notwithstanding any other term of this Agreement, if either party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on the University campus; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any municipal, county, State, or federal law, ordinance or executive, administrative, governmental, or judicial regulation, order or decree; or by any local or national emergency, the affected party shall be excused from performance or underperformance of this Agreement

Contract Venue: It is agreed between the parties hereto that the place of this contract whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this Agreement shall be Mecklenburg County, North Carolina, in accordance with the substantive law of North Carolina.

Access to Persons and Records: The State or University auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7

This Agreement may be amended by mutual written agreement of the parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the parties have executed this Agreement in counterparts, each of which shall be deemed an original. Facsimile copies or Portable Document Format (PDF) copies sent electronically shall be considered for all purposes as originals, effective the day and year first written above.

Agreed to and accepted by:

CONTRACTOR

Signature: _____

Printed Name: _____

Date: _____

UNIVERSITY AUTHORIZATION

Signature: _____

Printed Name: _____

Title: _____

Date: _____