

**The University of North Carolina at Pembroke  
Leadership, Learning & Community  
Community Partner Agreement Form**

**1. Parties.**

This Community Partner Agreement is entered into by and between **The University of North Carolina at Pembroke (UNCP), and Leadership, Learning & Community (LLC)**

\_\_\_\_\_ on \_\_\_\_\_ (month),  
\_\_\_\_\_ (date), \_\_\_\_\_ (year).

**2. Purpose.**

This agreement is designed to create a mutually beneficial and reciprocal relationship between your community-based organization (e.g. nonprofit, public agency, school), The University of North Carolina at Pembroke, Leadership, Learning & Community, Service-Learning Courses, and the Brave Resource Center.. In consideration of the mutual provisions herein, the parties hereby agree to the following:

**3. Community Partner Obligations and Responsibilities.**

***Agency Contact.***

- 3.1** The Community Partner shall provide the student/s with an Agency Contact who will monitor and supervise the student throughout the volunteer opportunity.
- 3.2** The Agency Contact shall communicate clear expectations of student/s roles and responsibilities. Appropriate training, direction, and supervision to all student/s working with the Community Partner shall be provided.
- 3.3** The Agency Contact shall update Agency information on UNCP Serve and approve and track volunteer hours on a regular basis.

***The Agency.***

- 3.4** The Agency shall provide necessary space, equipment and materials for the volunteer opportunity.
- 3.5** The Agency shall provide volunteer opportunities or events for student/s at least once per year.
- 3.6 *Advertising.*** The Agency shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures or other representation of the University except on the specific written authorization in advance by the University. The University shall not unreasonably withhold consent or permission of volunteers.
- 3.7 *Agency Insurance.*** The Agency shall have a clear risk management and personnel policies and procedures in place for student/s. It is recommended that the Agency carry volunteer accident and liability coverage.
- 3.8** In the event that a student is injured or becomes ill during the course of the volunteer opportunity, the Agency shall provide medical assistance and first aid to the student as appropriate.
- 3.9** The Agency shall be in compliance with all Federal and State regulations where the student is involved.
- 3.10** The Agency shall participate in training, workshops, and other networking events at least once per year.
- 3.11** The Agency shall have an initial meeting conducted via face-to-face or virtually (i.e. WebEx, Zoom) prior to the new partnership.
- 3.12** The Agency shall have a site visit conducted via face-to-face or virtually (i.e. WebEx, Zoom) prior to new partnership, as applicable. Site visits for established partners will be conducted once every 2 years.
- 3.13** Support of the Brave Resource Center (Optional): Community Partners are invited to support the Brave Resource Center through voluntary in-kind contributions, products, and/or monetary or gift card donations to assist students experiencing financial or basic needs challenges. Donations may include essential items or gift cards aligned with identified student needs. All contributions shall be coordinated with Leadership, Learning & Community or the Brave Resource Center.

**4. University Obligations and Responsibilities.**

- 4.1** A staff member of the Office for Leadership, Learning & Community shall:
  - A. Assist as able to and when requested by the Community Partner in the development of orientation, training, and recruitment of volunteers.
  - B. Conduct site visits via face-to-face or virtually (i.e. WebEx, Zoom) prior to the new partnership, as applicable. Site visits for established partners will be conducted once every 2 years.
  - C. Approve and deny volunteer opportunities or events posted by Community Partners.
  - D. Maintain contact with the Community Partner on a regular basis.
- 4.2** The University carries general liability insurance for volunteers.

**5. Mutual Obligations and Responsibilities.**

- 5.1** The relationship of the parties to each other is solely that of independent contractors. No party shall be considered an

employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the parties.

- 5.2 The Agency agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to another person.
- 5.3 The parties to this Agreement agree to not discriminate on a person's status as a veteran or an individual with a disability, and prohibits discrimination against all individuals based on their age, race, color, religion, sex, sexual orientation, gender identity, genetic information, or national origin and will comply with all federal and state non-discrimination, equal opportunity and affirmative action laws, orders and regulations.
- 5.4 No party shall disclose or use any information of a private, confidential or proprietary nature or any other trade secret without prior written authorization, except as required by law.
- 5.5 It is understood and agreed that this Agreement may be terminated at any time without cause by the Student, Agency, or the University.

**6. General.**

- 6.1 No amendment or modification of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement by authorized representatives of the parties hereto. Neither the failure of a party to enforce any provision in this Agreement, nor any breach or default hereunder shall be deemed a waiver of any right herein.
- 6.2 No party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without all parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void. All of the terms and provisions of this Agreement are binding upon and inure to the benefit of the parties hereto and their successors and assigns.
- 6.3 The University will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond the University's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, etc...
- 6.4 This Agreement is the complete and final agreement between the parties and supersedes all prior oral or written agreements with respect to the subject matter herein. No oral or written promises or conditions exist outside this Agreement. This Agreement represents the entire understanding of the parties.
- 6.5 All parties will adhere to University operating policies and procedures.
- 6.6 The University of North Carolina at Pembroke and its partners should comply with all provisions of the Family Educational Rights and Privacy Act of 1974.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**COMMUNITY PARTNER REPRESENTATIVE**

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STAFF MEMBER (UNIVERSITY OF NORTH CAROLINA AT PEMBROKE and Leadership, Learning & Community)**

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

This agreement is valid until \_\_\_\_\_ (month), \_\_\_\_\_ (date), \_\_\_\_\_ (year).