

## Technical Assistance Panel (TAP) Agreement

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This Technical Assistance Program Agreement (“Agreement”) is entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2019 by an between ULI – The Urban Land Institute on behalf of the Urban Land Institute Chicago (hereinafter “ULI”) and the \_\_\_\_\_ (“Agency”). The foregoing entities are collectively referred to herein as the “Parties.”

**SERVICES; SCHEDULE OF PERFORMANCE:** The Services to be provided involve a technical assistance panel (“TAP”) to be held on [DATE] and entitled \_\_\_\_\_. The TAP program and the schedule of services to be provided by ULI are more particularly described in the Scope of Services attached hereto as Exhibit A and incorporated herein by reference. Unless otherwise specified in Exhibit A, services on the TAP shall begin immediately and shall be completed on or about \_\_\_\_\_, unless extended by the parties in writing. [NEXT SENTENCE OPTIONAL AND MAY NOT BE NEEDED FOR EVERY TAP] Both parties will be subject to the TAP Responsibilities attached at Exhibit B and also agree to the Proposed Agenda attached as Exhibit C to this Agreement.

**STANDARD OF CARE:** ULI shall perform all services under this Agreement in a skillful and competent manner, consistent with all applicable laws and with the educational mission of ULI. ULI warrants that all TAP work product will not infringe upon the intellectual property rights of any third party. Except as stated above, ULI makes no express or implied warranties regarding the work product to be provided hereunder, and all work product is provided “AS IS.”

**COMPENSATION:** Compensation for the above TAP services shall be \$\_\_\_\_\_, payable in accordance with the following payment schedule: \_\_\_\_\_. Payment of out-of-pocket expenses [are] [are not] included in the above compensation.

**Use/Ownership of Work Product:** Any work product arising from the TAP shall be considered a “work made for hire” and shall belong to the Agency, and any ULI recommendations arising out of the TAP may or may not be implemented by the Agency in its discretion. Notwithstanding the foregoing, it is further understood that ULI shall have a non-transferable royalty-free perpetual license to may make such non-commercial use of the TAP work product as it may deem desirable, and the Agency hereby specifically agrees that ULI may publish and disseminate any TAP report or any part thereof in conjunction with its programs.

**TERMINATION:** This Agreement may be terminated in the event of a material breach by a party, which breach is not cured within fifteen (15) days after written notice thereof from the non-breaching party. If this Agreement is terminated for any reason prior to completion of the TAP project, ULI shall be entitled to be paid in full for those services adequately completed prior to the notification of termination.

**Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration. In the event of such cancellation, ULI shall be paid the reasonable value of the services completed through the date of termination.

**Notices:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

**Confidential Information:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the

course of carrying out its responsibilities under this contract. Each Party shall presume all information received from the other Party or to which it gains access pursuant to this contract is confidential. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this Agreement or thereafter. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**Independent Contractor:** ULI shall act as an independent contractor and not an agent, partner, employee, or joint venturer with the Agency. All payments by the Agency shall be made on that basis and shall be without the withholding of any taxes.

**INDEMNIFICATION:** To the fullest extent permitted by law, ULI shall defend, indemnify and hold the Agency, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from the gross negligence or willful misconduct on the part of ULI, officers, directors, employees, subcontractors, or agents in connection with the performance of this Agreement. Notwithstanding the foregoing, ULI's aggregate liability for damages of any nature shall be limited to the amount of the fee under this Agreement. In no event will ULI be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

**GOVERNING LAW; VENUE; ATTORNEY'S FEES:** This Agreement shall be interpreted in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles. Any action brought to interpret or enforce any term of this Agreement shall be brought in a court of competent jurisdiction in the District of Columbia. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable fees and costs incurred, including reasonable attorney's fees, as determined by the court.

**ASSIGNMENT; AMENDMENT:** Neither party may assign or transfer this Agreement or any rights hereunder without the written consent of the other party. This Agreement may not be modified or altered except in writing signed by both parties hereto. Except to the extent expressly provided for in the termination paragraph above, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**ENTIRE AGREEMENT; CONSTRUCTION & CAPTIONS:** This Agreement represents the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

**No Waiver.** None of the terms or provisions of this Agreement shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

**Severability.** In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

**Exhibits.** The exhibits to this Agreement are incorporated by reference herein, and the Parties agree to comply with all of the terms and conditions set forth in such exhibits. To the extent that there is a conflict between an exhibit and this Agreement, the terms of this Agreement shall control.

**Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument and will be effective as of the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties by their authorized representatives have executed this Agreement effective as of the date first set forth above.

ULI – The Urban Land Institute, on behalf of  
ULI \_\_\_\_\_

[NAME OF CITY OR OTHER PARTY]

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

[insert address, fax and email contacts here for both parties]