



# 2023-2024 PARTNERSHIP AGREEMENT

This Partnership Master Agreement (this “Agreement”) is entered into as of July 2023 (the “Effective Date”) by and between Greater Minneapolis Chamber Development Foundation, (“MRCDF”), a 501(c)3 federally tax-exempt organization located at 81 S 9<sup>th</sup> Street Suite 200, Minneapolis MN 55402, and the Hennepin West CTE Consortium (the “Partner”).

## RECITALS

- A. MRCDF is an organization specializing in providing services that support equitable access to opportunities that accelerate career awareness and readiness (collectively, the “Services”).
- B. The Consortium desires to engage with MRCDF’s Services (as defined in Statement of Work hereof) pursuant to the terms and conditions set forth in this Agreement.

## AGREEMENT

**MRCDF’s fees for the partnership shall be \$56,000.**

In consideration of the mutual covenants contained in this Agreement, MRCDF and Partner hereby agree as follows:

**Section 1: Services to be Provided.** Partner agrees to retain MRCDF, from time to time at joint discretion, to perform services to Partner (as defined in Statement of Work hereof) as more fully set forth in this Agreement and in the Statement of Work applicable to each engagement. A form of the Statement of Work is attached to this Agreement as Exhibit A (the “Statement of Work”) and is incorporated by reference into this Agreement. Prior to the commencement of any assignment hereunder, MRCDF and Partner will execute a Statement of Work, which will be considered part of this Agreement and will be binding upon both parties. In the event of any conflict between the Statement of Work and this Agreement, the provisions of this Agreement will prevail; provided, however, that the terms of Section 2 may be amended and superseded by a Statement of Work.

**Section 2. Compensation.** Partner will pay MRCDF for services under this Agreement pursuant to the terms and conditions set forth herein and on each applicable Statement of Work. In the event of any change to MRCDF’s fees, a written addendum to the applicable Statement of Work is required. MRCDF will maintain written records of the Services, and pre-approved expense items included in any invoice will be accompanied by corresponding receipts in order to be reimbursed. MRCDF will present Partner with an invoice for services and related expenses within thirty (30) days following signed Agreement accompanied by the applicable Statement of Work. Payment will be made to MRCDF within thirty (30) days after submission of the invoice. Any specific additional terms regarding compensation to MRCDF, including fees and limitations on expense reimbursements, will be as set forth on the applicable Statement of Work. In the event that an Agreement is cancelled or postponed, Partner will notify MRCDF not later than ten (10) days before the date on which the payment is scheduled to occur and if Partner fails to notify MRCDF of a cancellation or delay at least (10) days prior to the date on which the Agreement is scheduled to begin, Partner will pay the entire fee due to MRCDF as set forth in the Statement of Work.

### **Section 3. Confidentiality of Information.**

**3.1** MRCDF acknowledges that in the course of performing its duties under this Agreement, Partner may be exposed to or acquire information, which is proprietary to or confidential to MRCDF, Clients of MRCDF or to third parties to whom MRCDF owes a duty of confidentiality (the “Confidential Information”). Any knowledge of any information in any form obtained by Partner will be deemed to be proprietary, including, but not limited to,



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such matters as compensation information; trade secrets; procedures; manuals; curriculum; contracts; existing and potential business opportunities.

**3.2** Partner will not, during or after the term of this Agreement, disclose Confidential Information which Partner may learn or acquire during the term of this Agreement to any other person or entity for the benefit of other persons. Partner agrees to hold the Confidential Information in strict confidence and not to copy, reproduce, sell, assign, license, market or transfer such information to third parties without prior written permission.

**Section 4. Partner Warranties.** MRCDF hereby represents and warrants to Partner that (a) all services, products and deliverables MRCDF provides under this Agreement will not infringe any patent, copyright, trademark, trade secret or other intellectual property rights of any third party; (b) MRCDF is not subject to any pending or threatened litigation, which in any way will prevent MRCDF’s performance of and full compliance with the terms of this Agreement; (c) MRCDF has entered into agreements with any subcontractors who will perform work for Partner that subject its subcontractors to the same requirements as MRCDF hereunder.

**Section 5. Term and Termination.** This Agreement is effective for a period of twelve months from the Effective Date, unless otherwise noted in the Statement of Work.

**Section 6. Miscellaneous.** No provision in this Agreement may be modified, amended or waived except by an agreement in writing signed by both parties. Any notice required or permitted to be given under this Agreement will be sufficient if in writing and sent by registered or certified mail to the office or residence (as applicable) of Partner or to the office of MRCDF, whichever will be applicable. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, and will be enforced in the courts located in the State of Minnesota. In the event any of the above terms or provisions or portions of the provisions are deemed unenforceable for any reason, the remaining provisions and portions will continue in full force and effect.

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IN WITNESS WHEREOF, the undersigned have executed this Partnership Master Services Agreement as of July 1, 2023

“Minneapolis Regional Chamber Development Foundation”  
MRCDF, a 501(c)3 federally tax-exempt entity

Jonathan Weinhagen  
CEO and President, Minneapolis Regional Chamber

Signature:

  
Jonathan Weinhagen (Aug 14, 2023 10:04 CDT)

Date: Aug 14, 2023

“Partner”  
Hennepin West CTE Consortium

Jean Rakun  
Hennepin West CTE Consortium  
Secondary Director, Intermediate District 287

Signature:

  
Jean Rakun (Aug 14, 2023 07:26 AKDT)

Date: Aug 14, 2023



# 2023-2024 ***PARTNERSHIP AGREEMENT***

"Partner"

Mae Hawkins

Hennepin West CTE Consortium

Intermediate District 287

Signature:

*Mae L Hawkins*

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Date: Aug 15, 2023