

Entrepreneurship Outreach Network Terms and Expectations

The Entrepreneurship Outreach Network (the Network) is a network of sites that support entrepreneurs in their communities. Each site involves the collaboration of a library, an economic development partner, and the Arizona State University (ASU) Office of Entrepreneurship + Innovation (E+I). The library and economic development collaborators of a prospective site must apply jointly for Network membership.

Network members expect these commitments from each collaborating organization:

Library Collaborators. Libraries are accessible and trusted community gathering spaces that draw diverse patrons. Library collaborators may include public and private libraries, tribal libraries, college/university libraries and high school libraries.

Library collaborators that join the Network commit to:

- Promoting entrepreneurship and innovation;
- Hosting programming and displaying Network signage;
- Reporting progress on specific metrics; and
- Connecting to other partners in the Network.

Each Network site may create flexible or dedicated collaboration space for entrepreneurial collaborations (e.g., workshops, exhibits, mentor meetings). In collaboration with economic development sponsors, Network libraries are strongly encouraged to create local mentor networks, establish a local advisory board, and host events for local entrepreneurs.

Economic Development Collaborators

Local economic development collaborators may include SBA offices, municipal and regional economic development offices and boards, incubators, maker spaces, service providers, chambers of commerce, and volunteers. Economic development collaborators are committed to the advancement of the local and regional economy.

Many of these local economic development related collaborators have staff and services that directly support small business development. These organizations are critical partners in the development and success of a Network site.

The economic development collaborators commit to:

- Identifying mentors and facilitators for Network programming;
- Connecting local resources to patrons who participate in Network programs at the site; and,
- Holding regular office hours on site.

Economic Development collaborators are strongly encouraged to collaborate with libraries for the creation and maintenance of a local mentor network; and to serve on the local advisory board.

Arizona State University

ASU is dedicated to supporting student, faculty and community engagement in entrepreneurship and innovation. For Entrepreneurship Outreach Network members, ASU will endeavor to provide a menu of resources and services, suiting community partners' needs.

Key features of Network membership include:

- A free annual conference for Network members to share best practices and learn about new developments;
- Access to ASU's Startup School continuing education entrepreneurship training and certifications;
- Regular check-ins with ASU staff to monitor progress and troubleshoot any obstacles;
- Recommended book list;
- Evaluation and reporting metrics toolkit;
- Mentor network toolkit; and
- Signage and marketing toolkit.

ASU will send a reminder to each Network member when it is time to renew its membership, with instructions on how to renew.

Additionally, all Network collaborators agree to the following terms.

1. **Termination.** ASU may terminate Entrepreneurship Outreach Network membership and require a Site to be closed for cause or convenience by giving thirty (30) days written notice, to the addresses listed on the membership application.
2. **No Transfer.** The rights, privileges and responsibilities of a Network Member are nontransferable without ASU's written consent.
3. **Compliance with Law.** Each Network Member must strictly comply with all applicable statutes, laws, ordinances and regulations of the United States, and the state and location where it operates.
4. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5. **Conflict of Interest.** In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, ASU may cancel this agreement within three years after the execution of this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of ASU, at any time while this agreement or any extension thereof is in effect, is an employee or agent of any other party to this agreement in any capacity or a consultant to any other party with respect to the subject matter of this agreement.
6. **Arbitration in Superior Court.** In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
7. **Records.** To the extent required by A.R.S. § 35-214 each Network Member will retain all records relating to this agreement. Each Network Member will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of

Arizona during the term of this agreement and for a period of five years after the completion of this agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to the Network Member.

8. Failure of Legislature to appropriate. In accordance with A.R.S. § 35-154, if ASU's performance under this agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ASU may provide written notice of this to each Network Member and cancel this agreement without further obligation of ASU. Appropriation is a legislative act and is beyond the control of ASU.

9. Indemnification by Network Member. Each Network Member will indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, "Indemnitee") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligence, acts or omissions of Network Member or any of its owners, officers, directors, members, managers, agents, employees or subcontractors; or (ii) failure to comply with any applicable law. Each Network Member will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this agreement, Network Member waives all rights of subrogation against Indemnitee for losses arising from the services performed or deliverables provided under this agreement.

10. ASU Names and Marks. Each Network Member will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (the "ASU Marks"), without in each case, the prior written consent of ASU. Each Network Member's use of any ASU Marks must comply with ASU's requirements including using the ® indication of a registered trademark where applicable.

11. Americans With Disabilities Act And Rehabilitation Act. Each Network Member will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act, and all applicable federal regulations.

12. Governing Law and Venue. This agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this agreement will be conducted in Maricopa County, Arizona. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.