

Plus One Network Membership Agreement

This Agreement is made between Five Colleges, Incorporated ("FCI"), a not-for-profit corporation having its primary place of business at 97 Spring Street, Amherst, Massachusetts, 01002, and ____**(institution name)**____ ("Member").

FCI has created the program "Plus One Network," which has as its key component an online community platform (five-colleges.us.hivebrite.com), designed to connect job seekers with opportunities in the New England and NY region.

Services

Through the Plus One Network, FCI agrees to assist educational institutions in supporting members of the institution and their spouses/partners by:

- Providing job search tools (e.g., resumé-sharing, job postings)
- Offering career-building resources (e.g., workshops, speakers)
- Promoting connection among similarly-situated spouses/partners
- Assisting educational institutions in identifying qualified candidates for open roles
- Providing usage reports

Membership Eligibility

FCI will accept as Plus One Network members: colleges, universities, and K-12 educational institutions based in Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island, and Vermont.

Member Expectations

Members agree to use the Plus One Network and its associated tools only in a manner that aligns with the purposes of the Plus One Network.

Members must identify a **Primary Contact** for its membership. This contact is expected to communicate with Plus One Network administrators regarding all aspects of the institution's membership, including membership fees, participant eligibility, and designated campus users. The primary contact agrees to be listed on the online community platform as the institutional contact. This primary contact will receive any reports that the Plus One Network issues.

Members may also identify a limited number of individuals—typically deans of faculty, department heads, and HR staff—who are involved in faculty and staff recruitment, and may be given enhanced permissions within the online community platform.

With an online community platform as its key feature, the Plus One Network relies on participant engagement. Each Member institution is solely responsible for inviting its community to participate and for using its own communication methods to extend those invitations.

Members are expected to determine eligibility to participate in the Plus One Network among its community. Members may designate categories of individuals to invite: such as spouses/partners of faculty, staff, graduate students, non-traditional students, non-student/non-employees, and/or others.

Members may use the Plus One Network's online community platform to promote an unlimited number of job openings at the member institution.

Members may not collect fees for any individual's participation in the Plus One Network.

Membership Fees

Plus One Network membership fees are based on the institution's total student enrollment. Effective July 1, 2022, the fees are as follows:

Student Enrollment	Membership Rate
1,000+ students	\$1,500 per year
200-999 students	\$500 per year
< 200 students	Contact for rate

Fees may be subject to annual increases.

All payments shall be made via PayPal or check payable to Five Colleges, Incorporated. Payment is due within 30 days of execution of this Membership Agreement.

Prorated memberships are not available.

Membership Period

The membership period shall be for one year, beginning the date the membership agreement is executed. FCI has the right to suspend or terminate membership for any institution whose membership fee has gone unpaid for more than 30 days.

A Member has the right of continuing renewals provided that the Member is in compliance with the terms of this Agreement and the Plus One Network services are extant. Members are expected to provide notice of non-renewal at least 30 days before the end of the active membership period.

Five Colleges, Incorporated may, at its sole discretion, determine that the Plus One Network services contemplated by this Agreement should cease to be offered. In that case, FCI will notify active Members at least 30 days before the Plus One Network program ends and offer prorated refunds for memberships set to expire after the program ends.

Insurance

Member shall at its own expense obtain and maintain:

1. Comprehensive general liability insurance, covering bodily injury in the sum of not less than one-million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence and property damage in the amount of not less than one million dollars (\$1,000,000) per occurrence; and
2. Cyber Liability insurance in the sum of not less than four million dollars (\$4,000,000) per occurrence. The insurance shall provide coverage for the failure of the insured to prevent a security breach or privacy breach or disclosure and provide coverage for the following risks (at a minimum):
 - i. Liability arising from theft, dissemination, and/or loss or disclosure of confidential information (a defined term including, but not limited to, bank account and credit card information; and personal information, such as name, address, social security numbers, etc.);
 - ii. Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure;
 - iii. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to FCI and shall be maintained at Member's expense. All insurance required hereunder shall name "The Board of Directors of FCI, its officers, its agents, its employees, and its assigns" as additional insureds and shall contain a clause requiring written notice to FCI thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied upon request. Said certificates shall evidence compliance with all provisions of this section.

Indemnification and Hold Harmless

Member agrees to indemnify, defend, and hold harmless FCI and its trustees, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, which may arise out of Member's use of the Plus One Network, except to the extent such are caused by the negligence of FCI.

Mediation/Jurisdiction

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute. Upon failure to mediate any such disputes in good faith, the parties may resolve the dispute through

any other legal means available, including arbitration or litigation without requirement of a specific legal forum. All mediations, arbitrations or lawsuits arising out of this Agreement, wherever derived, shall be resolved in Hampshire County in the Commonwealth of Massachusetts.

Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

Governing Law

The laws of the Commonwealth of Massachusetts shall govern the validity, construction and effect of this Agreement. All lawsuits arising out of this agreement, wherever derived, shall be resolved in Hampshire County in the Commonwealth of Massachusetts.

Assignment

Member may not assign the rights or delegate the obligations under this Agreement without College's prior written consent.

Notice

Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by email. All notices shall be addressed to the parties at the addresses indicated in the Signature section below or at such other addresses as the parties may from time to time direct in writing.

Entire Agreement/Modification

This Agreement (and its attachments, if any) constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended except by an agreement signed by Member and an authorized representative of FCI. It is expressly understood and agreed that e-mail correspondence shall not be considered to be "a writing" under the terms of this agreement.

Signature

The individual signing below hereby represents and warrants that they are duly authorized to execute this Agreement on behalf of (institution name) and that this Agreement is binding upon (institution name) in accordance with its terms.

Member Institution ____ (institution name) ____

Signed by authorized signatory:

Signature: _____

Name: _____

Title: _____

Mailing Address: _____

Email Address: _____

Date: _____

Five Colleges, Incorporated

Signature: _____

Name: _____

Title: _____

Mailing Address: _____

Email Address: _____

Date: _____