AMENDED AGREEMENT EFFECTIVE FEBRUARY 1, 2013
BETWEEN
THE UNIVERSITY OF IOWA ON BEHALF OF ITS COLLEGE OF EDUCATION
AND
THE IOWA ACADEMY OF EDUCATION

The University of Iowa on behalf of its College of Education (“University”) and The Iowa Academy of Education (“Academy”) entered into an agreement on the 27th day of October, 2012 (“2012 Agreement”). The University and the Academy now wish to amend the 2012 Agreement according to the terms below which shall replace and supersede the terms of the 2012 Agreement (hereinafter referred to as the “Amended Agreement”).

WHEREAS, the Academy was established in 1996 and has been funded by the FINE (First In the Nation in Education) Foundation.

WHEREAS, the Academy is composed of outstanding Iowa researchers in the field of education and its key functions include preparing and disseminating documents that will inform practice and decision-making and give increased credibility to educational research.

WHEREAS, the Academy will independently be responsible for its funding and finances.

WHEREAS, the Academy seeks the use of space and administrative support from the University to support its operations.

WHEREAS, the University recognizes the importance of the Academy and its work with the PreK-16 educational system in Iowa.

WHEREAS, Academy members select the Executive Director of the Academy.

WHEREAS, the University agrees to provide certain space and administrative support to the Academy in accordance with the terms of this Amended Agreement.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the University and Academy agree as follows:

I. SPACE

A. The University agrees to allow the Academy to use office space located at 210 Lindquist Center. The Space shall be used and occupied by the Academy solely for its operations in the normal course of business.

B. The Academy shall make no structural alterations or improvements to the Space without the prior written consent of authorized representatives of the University.

C. The University, during the term of this Amended Agreement, agrees to pay all charges for use of telephone, janitor service, water and other utilities and services which may be used by the Academy in the Space.

D. The Academy agrees that upon the termination of this Amended Agreement, it will remove its equipment, fixtures and all personal property and restore the Space in good and clean condition, reasonable wear and tear excepted.
E. The Academy agrees to observe all of the University's policies and procedures in its use of the Space, including, but not limited to, rules and procedures as published in the University of Iowa Operational Manual.

II. OFFICE EQUIPMENT AND ADMINISTRATIVE SERVICES

A. The University agrees to provide, in its sole discretion, certain limited office equipment to the Academy while it is utilizing the Space, including, but not limited to, use of telephones and file cabinets.

B. The University agrees to provide, in its sole discretion, the limited assistance of administrative support staff to the Academy's Executive Director during the term of this Amended Agreement.

C. The Academy will retain a website on the College website.

III. FINANCIAL ARRANGEMENTS

A. The University agrees to provide three thousand dollars ($3,000.00) per year to the Academy to support the compensation provided by the Academy to the Executive Director of the Academy, payable on June 30.

B. It is expressly understood by the parties that the Executive Director of the Academy shall not be deemed and is not an employee or agent of the University by reason of this Amended Agreement.

C. The Academy is required to withhold and pay taxes, unemployment insurance, social security and other amounts required by law for its own employees, including, but not limited to, its Executive Director.

IV. TERM AND TERMINATION

A. The term of this Amended Agreement shall be for a period of two years commencing on the Effective Date (February 1, 2013) and may only be renewed for additional two-year terms upon the mutual written consent of both parties.

B. This Amended Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

V. LIABILITY

A. The Academy agrees to indemnify, defend and hold harmless the University, the State of Iowa, the Board of Regents State of Iowa, their employees and agents from and against any liability, loss, damage, cause of action, costs and expense, including reasonable attorney fees, arising out of or in connection with any activity undertaken by the Academy, including, but not limited to, the Academy's use of the Space.

B. The University agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the University, its employees, or agents to the extent permitted by Iowa Code Chapter 669.
VI. USE OF UNIVERSITY’S NAME

The Academy agrees it will not use the name or intellectual property, including but not limited to, University trademarks, wordmarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of an authorized representative of the University.

VII. STATUS OF PARTIES

The relationship of the parties is that of independent contractors contracting with each other for the purposes of this Amended Agreement. Nothing in the execution or performance of this Amended Agreement shall be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship between the University and the Academy.

VIII. ASSIGNMENT

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

IX. GOVERNING LAW

This Amended Agreement shall be governed by and construed under the laws of the State of Iowa, which shall also be the forum for any disputes arising hereunder.

X. ENTIRE AGREEMENT

This Amended Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and supersedes any and all prior understandings and agreements, oral or written, relating hereto. Any amendments hereof must be made in writing and agreed to by all parties.

IN WITNESS WHEREOF, the parties have executed this Amended Agreement as of the date and year first written above.

THE IOWA ACADEMY OF EDUCATION

By: ____________________________
Print Name: David A. Jepson
Its: Executive Director-Treasurer

By: ____________________________
Print Name: Gary Phye
Its: President

THE UNIVERSITY OF IOWA

By: ____________________________
Print Name: David W. Kieft
Its: Business Manager, The University of Iowa

By: ____________________________
Print Name: Nicholas Colangelo
Its: Interim Dean, College of Education