Sample MOU with Other Training Institutions not in the Consortium to Provide Direct Academic Training in Their Respective Academic Service Areas

The Kansas City Kansas Community College Technical Education Center Property License Agreement developed by Flint Hills Technical College (FHTC) in Emporia, Kansas is a program support document used to secure space at Kansas City Kansas Community College (KCKCC), an institution not in the TRAC-7 Consortium but a Round 2 TAACCCT grantee. Located in the KCKCC Technical Education Center, the FHTC Training Use Area was classroom space used to deliver Power Plant Technology courses to TRAC-7 participants. This property license agreement was developed for the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grant Program Round 1 Grant, Technical Retraining to Achieve Credentials (TRAC-7): TC-22513-11-60-A-20.

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# **Kansas City Kansas Community College**

# **Technical Education Center**

# **Property License Agreement**

This Property License Agreement ("License Agreement"), effective for all purposes as of the date last signed below, is made between **Kansas City Kansas Community College**, with principal offices at the address of 6565 State Ave., Kansas City, Kansas (hereinafter referred to as “LICENSOR”) and **Flint Hills Technical College, 3301 W. 18th Avenue, Emporia, KS 66801** (hereinafter referred to as “Flint Hills Tech”).

Where LICENSOR is the owner of and/or possesses the exclusive legal right to real property and buildings known as the Technical Education Center located at 6565 State Ave., Kansas City, Kansas, 66112;

Whereas, during the term of this License Agreement, Flint Hills Tech desires to use part of the aforementioned land as stated below for the purpose:

* Classroom and lab training

Whereas, a certain area of said property owned by LICENSOR is available to be used for said purposes, within the confines of boundaries marked on the map (s) attached hereto as Exhibit A (herein after referred to as the “**FHTC Training Use Area**”); and associated classroom; and

Whereas, LICENSOR agrees to grant to Flint Hills Tech a license for use of the property during the term of License Agreement and on the conditions stated herein.

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the License Agreement and all exhibits theret.o, the parties of covenant and agree as follows:

1. LICENSOR hereby grants to Flint Hills Tech a nontransferable and nonexclusive license for use of a portion of the property, classrooms, and onsite parking, within the confines of boundaries marked on the map(s) attached hereto Exhibit A (the “ **FHTC Training Use Area**”) incorporated by reference herein, and to use the **FHTC Training Use Area** solely for the purposes set out in section 2, herein below. LICENSOR agrees that no other activities will be scheduled during the designated time periods, to be agreed between the parties, that would require LICENSOR or other parties to use the **FHTC Training Use Area** during such time periods.

1. The **FHTC Training Use Area** will be used and occupied for the sole purposes of classroom training.
2. Flint Hills Tech shall provide to LICENSOR , prior the beginning of any training, a list of anticipated dates of use the **FHTC Training Use Area**, which dates shall be limited to: Monday, Tuesday, Wednesday, Thursday, and Friday for a period of beginning August 1, 2014, and ending July 30, 2015 for each calendar year that is Agreement is in effect.
3. Flint Hills Tech shall provide, at its own expense and without any cost to LICENSOR, safety equipment, personal protection, and any and all other training materials.
4. A representative of LICENSOR must be on-site at all times during Flint Hills Tech training sessions.
5. The initial term of this License Agreement shall commence on August 1, 2014, and shall continue until July 30, 2015, with automatic renewal on a year to year basis for subsequent 12-month term periods, unless and until terminated by either party providing six months prior written notice to the other party. The compensation for this agreement is the exchange of FTE (Full Time Enrollment) for Associate seeking students. The aforementioned students will complete their general education courses at Kansas City Kansas Community College.
6. Flint Hills Tech shall be solely responsible for any damage or excessive wear and tear to the **FHTC Training Use Area** caused by the use of the **FHTC Training Use Area** under the terms of this License Agreement. Flint Hills Tech shall be responsible for all losses to person(s) or property connected with the use of the **FHTC Training Use Area** cause by Flint Hills Technical College, its employees, agents or representatives, or by participant s or attendees of the training activities, unless such losses or damaged are due to the LICENSOR's intentional, willful or wanton misconduct. Flint Hills Tech shall indemnify and hold LICENSOR, its directors, officers, employees, agents and representatives harmless from and against any and all liability claims for damages, including attorney's fees and court costs, arising out of or in connection with Flint Hills Tech's use and occupancy of the **FHTC Training Use Area**. Flint Hills Tech shall give LICENSOR prompt notice of any claim made or litigation instituted which directly or indirectly affects or might affect it.
7. Flint Hills Tech hereby covenants, warrants, and represents to LICENSOR that it shall not nor shall it permit any employee, agent, or representative to locate, store dispose, bury discard, or otherwise place, in, on, or under **FHTC Training Use Area** or any other area on LICENSOR 'S property, any hazardous substances or wastes (as defined at K.A.R. 28-31-1 et seq., also as defined by the CERCLA 942 U.S.C §§ 9602 et seq.), RCRA (42 U.S.C. §§ 6901 et seq.), OSHA (29 U.S.C. §§651 et seq. and 29 C.F.R. §1910.120 (a)), Clean Water Act (33 U.S.C. §§ 1251 et seq.) and Clean Air Act (42 U.S.C. §§ 7401 et seq.), and shall promptly notify LICENSOR if it becomes aware of any hazardous substances or wastes that are brought onto LICENSOR 's property during the term of this License Agreement.
8. Flint Hills Tech shall obtain at is sole expense, and shall keep in effect for the duration of the License Agreement, comprehensive general liability insurance for bodily injury and illness, including death, and property damage, and workers compensation insurance, each with the following amounts of coverage, at minimum:

General Liability-

$1,000,000 Bodily Injury and Property Damage Combined Single Limit-Each occurrence

$2,000,000 General Aggregate Limit

Workers Compensation-

Bodily injury by accident $1,000,000 each accident;

Bodily injury by disease, $1,000,000 policy limit; and

Bodily injury by disease, $1,000,000 each employee

Proof of such coverage must be provided LICENSOR in the form of a “Certificate of Insurance” naming the LICENSOR as additional insured (e.g., stating “The following are named as additional insureds: Kansas City Kansas Community College, its directors, officers, employees, agents, and representatives”), and stating that such coverage shall not be canceled without first giving thirty (30) days' advanced written notice to the LICENSOR.

1. Flint Hills Tech agrees to comply with all applicable federal and state laws and local ordinances relating to their use of the **FHTC Training Use Area**.
2. Flint Hills Tech agrees to provide, as its own expense: (a) inspection and clean-up of any trash or debris in the **FHTC Training Use Area** for any purpose or purposes other than for the use described herein, and shall not in any way interfere with LICENSOR 's access to and use of the property for LICENSOR's operations.
3. Flint Hills Tech agrees, represents, and warrants that it shall not conduct any operations or otherwise utilize the **FHTC Training Use Area** for any purpose or purposes other than for the use described herein, and shall not in any way interfere with LICENSOR’s access to and use of the property for LICENSOR's operations.
4. Flint Hills Tech will not, during the term of this License Agreement, discriminate or permit discrimination on the ground of race, color, gender, sex, religion, disability or handicap, national origin of ancestry, age, veteran status, or any other legally-protected status, against any person or group of person s in any manner prohibited by law.
5. Flint Hills Tech agrees that at all times, activities conducted will be with full regard to public safety, and Flint Hills Tech will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety, and with LICENSOR to assure such safety. Flint Hills Tech agrees not to bring onto the premises any material, substance, equipment, or objects which is likely to endanger the life of, or to cause bodily injury to, any person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of LICENSOR. LICENSOR shall have the right to refuse to allow any such material, substance, equipment, or object to be brought onto the premises and the further right to require its immediate removal therefrom if found thereon.
6. LICENSOR represents and warrants that it is the fee owner **FHTC Training Use Area** and is authorized to enter into the License Agreement and has all the rights of possession thereto, and that all necessary parties on behalf of the LICENSOR have executed said License Agreement.
7. This License Agreement shall bind the parties, their personal representatives, successors, heirs, and assigns. This License Agreement shall be governed by the laws of the State of Kansas. This License Agreement may be modified, changed, or amended only as may be mutually agreed in writing between LICENSOR and Flint Hills Tech. It is understood that Flint Hills Tech shall not be permitted to sell, assign, or transfer any of its rights or privileges granted hereunder without the prior written consent of LICENSOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized representatives, made effective on the effective date above written.

The parties hereto have executed this License Agreement as of the date set forth below.

