Welcome to the Bank of America Charitable Foundation Student Leaders Program®. Prior to being accepted as a Host Organization for the program, we request that you accept the following terms of the Host Agreement. By accepting these terms, you confirm certain information about your organization and your acceptance of requirements regarding payment of any donation. This process provides us with critical assurances before we can accept you as a Host Organization and does not create any agreement on behalf of the Bank of America Charitable Foundation to approve your Host Status or to provide any donation to your organization. The acceptance of these conditions creates a legally binding agreement that your organization will adhere to these terms. Your agreement to these terms does not guarantee that your grant application will be approved by the Bank of America Charitable Foundation.

This HOST AGREEMENT ("Agreement") is entered into by and between the Bank of America Charitable Foundation, Inc. (hereinafter "Foundation") and HOST ORGANIZATION (hereinafter "Host Organization"), for the purpose of providing summer 2020 internships for high school students (hereinafter “Student Leaders”).

You may also view this document as a pdf, however, you must complete the fields below in order to submit your request.

I. DESCRIPTION OF THE PROGRAM

The Foundation’s Student Leaders Program® (hereinafter “Program”) is an outgrowth of its commitment to support the development of the next generation of neighborhood leaders. The Foundation believes that investing in and cultivating future leaders is a crucial part of supporting and sustaining the growth of vibrant neighborhoods.

The Foundation will provide financial support to Host Organization, so that select community organizations, such as Host Organization, can provide internships during summer 2020 for up to five commendable high school juniors and seniors as part of the Program, pursuant to terms of this Agreement. The internship portion of the Program will begin soon after the 2019-2020 local school year ends and will last for eight weeks.

Student Leaders will experience first-hand how they can help shape their communities now and in the future. The internships provide these students with opportunities to develop and apply their leadership skills through hands-on work experience, while raising their awareness of community issues addressed by the Host Organization. To maximize the experience, during one of the eight weeks, Student Leaders will participate in a one-week Student Leadership Summit in Washington, DC, which is sponsored by the Foundation and will include participation by Bank of America associates. A local representative of the Foundation will serve as the main point of contact for Host Organization on all aspects of the Program, including contract completion, job descriptions, Student Leader orientation, grant and payment issues, progress reports on Student Leaders, etc.

II. TERM OF AGREEMENT

This Agreement shall be in effect from March 1, 2020 through February 28, 2021 (hereinafter “Term”), unless terminated earlier pursuant to the terms hereof.

III. HOST ORGANIZATION RESPONSIBILITIES

A. Host Organization shall design the eight-week Student Leaders internship positions to meet the objectives of the Program through activities that:

- Orient the Student Leaders to the mission, vision and values of the Host Organization
- Expose Student Leaders to a range of activities that comprise the overall work of the organization, including at least 7 hours of exposure in each of the following areas (Hours do not need to be consecutive):
  - Board Leadership
  - Executive Leadership/ Management Routines
  - Fundraising/ Development/ Budgeting
  - Volunteer Coordination
Program Execution

- Provide experience in the topics listed above through a number of methods including: job shadowing, attending staff meetings, interaction with senior staff, informational sessions, and specific projects or activities.
- Involve the student leaders in substantive assignments that give them practical experience in the day-to-day operations of the organization
- Include activities designed to develop leadership skills
- Keep administrative/clerical duties at a minimal level (filing/reception duties/errands)

B. Host Organization shall host between 1 and 5 Student Leaders; the exact number of Student Leaders will be determined by the Host Organization in consultation with the Foundation.

C. Host Organization shall develop job descriptions that outline the duties, projects, and responsibilities of the internship, identify the officer/ordinator to whom the Student Leader(s) will report, specify work days/hours for internship (e.g., Monday through Friday; 9 a.m. – 5 p.m. with a one hour lunch break), and indicate payment schedule (e.g., weekly or bi-monthly). Student Leaders are expected to work 35-hour weeks, Monday through Friday, with schedules to be worked out between Host Organizations and Student Leaders. Internship descriptions shall be reviewed and agreed to by the designated local Foundation representatives before any grant payment is made to Host Organization.

D. Host Organization shall pay each Student Leader an hourly pay rate of $17/hour or in accordance with state/local minimum wage rates, whichever amount is greater, to those Student Leaders who complete the full 8 weeks of the Program. Any grant funds remaining after distribution of the Student Leaders Stipend by the Host Organization shall be applied by Host Organization to cover expenses related to taxes, workmen’s compensation and other insurance, supplies, administration and overhead for each Student Leader hosted.

E. Host Organization shall require all student leaders to file a W-4 form for tax withholding.

F. Host Organization shall provide regular and ongoing feedback and evaluations to the Bank Representative(s) regarding performance of the Student Leader(s).

G. Host Organization shall operate program activities within the geographic parameters of the local market, as defined by Bank Representative(s).

H. Host Organization shall provide a safe and healthy work environment. Host Organization shall allow pre-arranged visits to the internship site by Bank of America personnel to inspect the working environment.

I. Host Organization shall maintain regular contact with Bank Representative(s) to report on the Student Leader’s performance, progress, any concerns that arise, etc.

J. Host Organization shall identify the Foundation as the sole and exclusive supporter/sponsor of the Program whenever the Host Organization promotes, publicizes or mentions the Program.

K. As part of the eight week internship, Host Organization shall permit the Student Leader(s) to participate in the one-week Student Leadership Summit in Washington, DC, which is sponsored by the Foundation, and Host Organization shall pay the Student Leader’s salary during that week. The Summit will be held July 13 - 18, 2020

IV. RESPONSIBILITIES OF THE FOUNDATION

Provided that Host Organization completes the Foundation’s online grant application form and is approved, the Foundation will make a $8,000 grant to Host Organization for each Student Leader selected to work with Host
Organization as part of the Program. This grant will cover both the Student Leaders Stipend for each Student Leader (as described in Section III.C and D above) and the overhead costs (e.g., taxes, workmen’s compensation, administrative oversight) for administering the internships.

The Foundation will make a payment directly to Host Organization of $8,000 per each Student Leader hosted. Upon satisfactory submission of an internship plan, payment will be made to Host Organization no later than 2 weeks prior to the first day of internship activities.

V. **RIGHT TO USE HOST ORGANIZATION MARKS**

Host Organization hereby grants the Foundation and Bank of America Corporation, and their affiliates and subsidiaries a non-transferable, non-exclusive, royalty-free limited license to use the logos, service marks, symbols, trade names and/or trademarks owned by or licensed by Host Organization (hereinafter “Host Organization Marks”) during the Term solely in order to advertise and promote the Program and the Foundation’s affiliation with the Program in all forms of media, provided that samples of each use are approved by the Host Organization in writing prior to publication/distribution. Such approvals shall not be unreasonably withheld. In the event Host Organization approves any such proposed use, the Foundation shall not depart from the approved use. The Foundation recognizes that the Host Organization Marks possess substantial goodwill and economic value to the Host Organization, and agrees not to challenge the validity or ownership of the Host Organization.

The Foundation shall not use the Host Organization Marks in a manner that would impair the validity or enforceability of the Host Organization Marks or in any way disparage or dilute the Host Organization Marks. The Foundation shall comply with all written instructions received from the Host Organization concerning the use and manner of all Host Organization Marks.

VI. **RIGHT TO USE FOUNDATION MARKS**

The Foundation hereby grants Host Organization a non-transferable, non-exclusive, royalty-free limited license to use the logos, service marks, symbols, trade names and/or trademarks owned by or licensed by the Foundation and Bank of America (hereinafter “Foundation Marks”) during the Term solely in order to advertise and promote the Program and the Foundation’s affiliation with the Program in all forms of media, provided that samples of each use are approved by Bank of America in writing prior to publication/distribution. Such approvals shall not be unreasonably withheld. In the event the Foundation approves any such proposed use, Host Organization shall not depart from the approved use. Host Organization recognizes that the Foundation Marks possess substantial goodwill and economic value to the Foundation, and agrees not to challenge the validity or ownership of the Foundation Marks.

Host Organization shall not use the Foundation Marks in a manner that would impair the validity or enforceability of the Foundation Marks or in any way disparage or dilute the Foundation Marks. Host Organization shall comply with all written instructions received from the Foundation concerning the use and manner of all Foundation Marks.

VII. **OWNERSHIP OF MARKS**

Notwithstanding anything to the contrary contained herein, the Host Organization Marks will remain the property of Host Organization, and the Foundation Marks will remain the property of the Foundation. All uses by a party of the other party’s intellectual property (including all goodwill associated therewith) pursuant to this Agreement will inure to the benefit of the party who owns the rights to such Marks. Except as specifically provided in this Agreement, neither party is granting any rights or licenses to the other party to use its respective Marks.

VIII. **PRESS ANNOUNCEMENTS**

Neither party shall issue any media releases, press announcements or public disclosures relating to this Agreement without the other party’s prior written consent, provided that nothing in this paragraph shall restrict any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

IX. **TERMINATION**

A. Termination for Breach: In the event that either party materially breaches any provision of the Agreement which remains uncured for more than thirty (30) days after the breaching party receives written notice of the material breach, the non-breaching party may immediately terminate this Agreement.
B. Termination for Convenience: The Foundation may terminate this Agreement for its convenience, without cause, at anytime without further charge or expense upon thirty (30) days prior written notice to Host Organization.

C. Effect of Termination: Except as set forth in paragraph 23, upon expiration or termination of this Agreement, each party’s obligations to one another shall cease immediately, and each party shall relinquish all rights to use the other party’s intellectual property. Each party will return all disks and materials of the other party upon request, or destroy such materials, if instructed to do so by the other party.

X. RELATIONSHIP OF THE PARTIES

It is understood by the parties to this agreement that the Foundation and Host Organization are contractors independent of one another, and that neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth herein. The Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between the parties. To the extent that the term "partner," "partnering," or "partnership" may be utilized in this Agreement or in furtherance of the Program in describing the relationship between the Foundation and Host Organization, such terms shall be utilized merely to convey the anticipated spirit of cooperation between the parties and is in no way intended to establish joint and several liability, fiduciary duties or other implications of the legal term of "partner."

This Agreement does not constitute any agency relationship between Host Organization and the Foundation. Further, neither party is authorized to sign contracts, correspondence, or other documents in the name of the other party.

XI. HOST ORGANIZATION PERSONNEL

Any student employed pursuant to the Program shall be under the sole and exclusive direction and control of Host Organization and shall be an employee of Host Organization, and shall not be an employee of the Foundation, Bank of America Corporation, or any of its affiliates or subsidiaries for any purpose whatsoever. Host Organization represents that it maintains comprehensive and lawful hiring policies and procedures which shall include, among other things, a background check for criminal convictions, and may include pre-employment drug testing, all to the extent permitted by law. Host Organization further represents that through its hiring policies and procedures including background checks, it endeavors to hire the best candidates with appropriate character, disposition, and honesty.

Host Organization shall be responsible for all acts of its employees, agents, volunteers, and subcontractors as if such acts were those of Host Organization.

XII. INDEMNIFICATION

A. Indemnification by Host Organization. Host Organization agrees to hold harmless, defend, and indemnify the Foundation, Bank of America Corporation and their respective directors, officers, employees, agents and subsidiaries from and against any and all losses, costs, claims, liabilities, judgments, damages, or expenses whatsoever, including but not limited to reasonable attorneys’ fees, resulting from claims by third parties based on or arising from:

1. Host Organization's acts or omissions in the performance of this Agreement or management of the Program,

2. infringement of any intellectual property, privacy or other similar right of a third party resulting from the Foundation's use of Host Organization's Marks, provided that the Foundation has used such Host Organization Marks in accordance with the terms and conditions of this Agreement,

3. a breach by Host Organization of this Agreement or of any representation or warranty made herein by Host Organization,

4. personal injuries or property damage at any time resulting from, arising out of or incidental to, Host Organization’s activities (including without limitation, conducting the Program) which are the subject of this Agreement, whether or not caused by the negligence of Host Organization, its agents, employees, officer, directors, volunteers, or subcontractors, and/or
5. Host Organization’s failure to abide by any applicable law, rule, ordinance or regulation.

B. Indemnification by the Foundation. The Foundation agrees to hold harmless, defend, and indemnify Host Organization and its respective directors, officers, employees, agents, affiliates and subsidiaries from and against any and all losses, costs, claims, liabilities, judgments, damages, or expenses whatsoever, including but not limited to reasonable attorneys’ fees, resulting from claims by third parties based on or arising from:

1. infringement of any intellectual property, privacy or other similar right of a third party resulting from Host Organization's use of the Foundation Marks, provided that Host Organization has used such Foundation Marks in accordance with the terms and conditions of this Agreement, or

2. a breach by the Foundation of this Agreement or of any representation or warranty made herein by the Foundation. The Foundation’s liability shall not exceed two times the total value of all funds granted to Host Organization by the Foundation under this Agreement.

C. Any party seeking indemnification hereunder (an “Indemnified Party”) shall give the party from whom indemnification is sought (the “Indemnifying Party”):

1. reasonably prompt notice of the relevant actions; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party from its liability or obligation hereunder except to the extent of any material prejudice directly resulting from such failure;

2. reasonable cooperation, at the Indemnifying Party’s expense, in the defense of such Actions; and

3. the right to participate in the defense and settlement of any such Actions; provided, however, that the Indemnifying Party shall not, without the prior written approval of the Indemnified Party (which shall not be unreasonably withheld or delayed), settle or dispose of any Actions of which it has agreed to accept the defense.

D. Neither Party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages, provided, however, that the limitations set forth in this Section shall not apply to or in any way limit the obligations of the parties under Section 12(A)-(C) above.

XIII. INSURANCE

A. Types of Insurance. Host Organization shall at its own expense secure and continuously maintain, throughout the Term, the following insurance (unless otherwise approved in writing by the Foundation) with companies qualified to do business in the jurisdiction in which the Services will be performed and rated A-VII or better in the current Best's Insurance Reports published by A. M. Best Company and shall, by March 31, 2019 and prior to commencing work, furnish to the Foundation certificates and required endorsements evidencing such insurance. The Foundation and Bank of America Corporation and their affiliates and subsidiaries shall be evidenced as “Additional Insureds” to the coverages described in (2) below for the purpose of protecting them from any expense and/or liability, including independent and/or vicarious liability, arising out of, or alleged to arise out of, or related to, or connected with the services and/or materials provided by Host Organization. Said certificates shall state the amount of all self insured retentions and shall contain evidence that the policy or policies shall endeavor not to be canceled or altered without at least thirty (30) calendar days prior written notice to the Foundation. Host Organization shall pay any and all claim costs which are incurred by the Foundation as a result of any such deductibles or self-insured retentions to the extent that the Foundation is evidenced as an “Additional Insured,” and to the same extent as if the policies contained no deductibles or self-insured retention. The insurance coverages and limits required to be maintained by Host Organization shall be primary and non-contributory to insurance coverage, if any, maintained by Bank of America. Host Organization and their underwriters shall waive subrogation against the Foundation and Bank of America. Host Organization shall have:

1. Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws covering its employees and paid volunteers and Employer’s Liability Insurance which limit shall be $100,000 per accident for Bodily Injury and $100,000 per employee for disease and $500,000 aggregate;
2. Commercial General Liability Insurance with a minimum combined single limit of liability of $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, death, property damage and personal injury. This policy shall not include any specific exclusions for abuse and molestation and shall also include contractual liability coverage;

3. Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Supplier with a minimum combined single limit of liability of $1,000,000 for injury and/or death and/or property damage; and

4. Excess Liability coverage with respect to (1) (2) and (3) above with a minimum combined single limit of $5,000,000.

The limits of liability required in subsections (1), Employer’s Liability (2), and (3) may be satisfied by a combination of those policies with an Umbrella/Excess Liability policy.

B. Additional Requirements. The failure of the Foundation to obtain certificates, endorsements or other forms of insurance evidence from Host Organization is not a waiver by the Foundation or Bank of America of any requirements for the Host Organization and its subcontractors to secure and maintain the specified coverages.

Host Organization shall notify its insurers of the coverages required hereunder. The Foundation’s acceptance of certificates and/or endorsements that in any respect do not comply with the requirements of this Section does not release the Host Organization from compliance herewith.

Should Host Organization fail to secure and continuously maintain the insurance coverage required under this Agreement, Host Organization shall itself be responsible to the Foundation for all the benefits and protections that would have been provided by such coverage, including without limitation, the defense and indemnification protections.

XIV. MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants the following:

1. the party’s execution, delivery and performance of this Agreement:
   (i) have been authorized by all necessary corporate action,
   (ii) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any material agreement to which the party or any of its assets may be subject and
   (iii) are not subject to the consent or approval of any third party;

2. this Agreement is the valid and binding obligation of the representing party, enforceable against such party in accordance with its terms;

3. such party is not subject to any pending or threatened litigation or governmental action which could interfere with such party’s performance of its obligations hereunder; and

4. it will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Program.

XV. REPRESENTATIONS AND WARRANTIES OF HOST ORGANIZATION

Host Organization represents and warrants to the Foundation as follows:

1. Host Organization is a corporation in good standing in the state of its incorporation;

2. Host Organization has been recognized as a charitable organization exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and 509(a);

3. Host Organization shall maintain this tax exempt status throughout the Term of this Agreement and will inform the Foundation immediately of any change or IRS proposed or actual revocation of its tax exempt status;

4. Host Organization will use the grant funds received from the Foundation exclusively for purposes of the Program as specified in this Agreement;
5. Host Organization will not use funds granted pursuant to this Agreement to carry on propaganda, or otherwise to attempt to influence legislation or the outcome of any specific public election, to carry on, directly or indirectly, any voter registration drive, or to undertake any activities for a noncharitable purpose; and

6. Host Organization shall secure or has secured all permits, licenses, regulatory approvals and registrations required to perform under this Agreement, including without limitation, registration with the appropriate taxing authorities for remittance of taxes.

XVI. MISCELLANEOUS

A. NOTICES. All notices, statements and payments required hereunder shall be in writing and be deemed given if sent by overnight courier, Registered or Certified mail, postage prepaid, addressed to the parties at their designated addresses.

B. REMEDIES AND WAIVER. The remedies specified in this Agreement are cumulative and in addition to any remedies available at law or in equity. Waiver of any breach of any provision of this Agreement does not constitute a waiver of any other breach of the same provision or any other provision of this Agreement.

C. ASSIGNMENT. This Agreement is not assignable by Host Organization, by operation of law or otherwise, without the prior, express written consent of the Foundation. The Foundation may assign this Agreement to any third party. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

D. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the internal laws, and not by the laws regarding conflicts of laws, of the State of North Carolina. Host Organization hereby submits to the exclusive jurisdiction of the courts of North Carolina, and waives any objection to venue with respect to actions brought in such courts.

E. CONFIDENTIALITY. During the Term of this Agreement and thereafter, each party agrees to keep confidential and not to use or disclose the terms and conditions of this Agreement or any information provided by the other party and any information it derives therefrom (collectively, the "Confidential Information") to any third party.

Either party may disclose the Confidential Information to those of its directors, officers, employees, attorneys, investors, lenders, auditors, and consultants (collectively, "Representatives") who need to know such information, provided that such Representatives are informed of its confidential nature and agree to keep such information confidential. Each party agrees to be responsible for any breach of this Agreement by its Representatives.

Confidential Information does not include any information
1. at the time of disclosure was, or becomes, part of the public domain (through a source other than the recipient);
2. was lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information;
3. is independently developed by the recipient without use of, or reference to, Confidential Information; and
4. was known by recipient prior to disclosure by the discloser. Nothing in this Agreement prohibits the disclosure of Confidential Information if required by law, rule, regulation or subpoena or in connection with any litigation, arbitration or other legal proceedings between the parties.

F. WAIVER/BREACH. Waiver of any breach of this Agreement shall not constitute a waiver of any other prior or subsequent breach of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the non-breaching party. The failure of any party hereto to insist upon strict compliance with this Agreement, or any of the terms and conditions hereof, shall not be deemed a waiver of any rights or remedies that such party may have.
G. NO DISCRIMINATION. Host Organization covenants and agrees not to discriminate against any Student Leaders or other third parties on the grounds of race, creed, color, gender, national origin, age or any other protected category.

H. SURVIVAL. The rights and obligations of the parties which by their nature must survive termination or expiration of this Agreement in order to achieve its fundamental purposes including, without limitation, Sections VII, VIII and X-XVI, shall survive any termination of this Agreement.

I. MODIFICATION AND WAIVER. The terms and conditions of this Agreement, or any exhibits attached hereto, may not be amended, waived, or modified, except in a writing signed by both parties. In the event that any provision of this Agreement is held invalid or unenforceable in any circumstances by a court of competent jurisdiction, the remainder of this Agreement, and the application of such provision in any other circumstances, will not be affected thereby.

J. ENTIRE AGREEMENT. This Agreement represents the full understanding of the parties hereto with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, whether oral or written, between the parties.