

MASTER AGREEMENT

This agreement is entered into on this **XX/XX/XXXX** by and between University of Washington Center for Child and Family Well-Being (the “Client” and “CCFW”) and **FULL LEGAL NAME** (the “Consultant” and “Facilitator”). This agreement will be valid and in effect between **XX/XX/XXXX** and **XX/XX/XXXX**.

Both parties agree to the following:

1. SERVICES

- a. Facilitation of mindfulness workshops for the University of Washington, Center for Child and Family Well-Being, located at the following address: Kincaid Hall, 3751 W. Stevens Way NE, Seattle, WA 98195

2. CLIENT REQUIREMENTS

- a. Client agrees to oversee the registration process, which includes creating an online registration page, monitoring and collecting payments, responding to class inquiries, and managing class correspondence.
- b. Client agrees to maintain consistent communications with Consultant about registration status and enrollment numbers.

3. PREPARATION AND MATERIALS

- a. Consultant will prepare workshop materials including handouts, manipulatives, etc.
- b. Consultant will provide or ask participants to provide all necessary workshop materials (e.g., pens, paper, clipboards, yoga mats, snacks and beverages, flowers, etc.).

4. WORKSHOP VENUE

- a. If contracting for an in-person workshop, Client will be responsible for reservations and arrangements for access to a suitable meeting space at CCFW.
- b. If an off-campus venue is preferred by one or both parties, the party proposing the off-site location will be responsible for making these arrangements.
- c. Client will ensure appropriate furniture and the following equipment is present and available for the consultants' use: tables, chairs, projector, and projection screen.
- d. If contracting for an online workshop, Client and Consultant will work together to set up online meeting platform. Client will communicate best-practices and settings for online facilitation in accordance with UW policies.

5. PARTICIPANT INFORMATION

- a. Client agrees to share participant contact information for the purpose of workshop communications only in the form of a roster including participants' first and last names and e-mail addresses.
- b. Consultant may communicate directly with participants by phone or email as necessary to answer questions related to the workshop and to provide related content.
- c. Consultant agrees not to share participants contact information and not to contact participants outside of workshop communications without the participant's explicit permission.
- d. Consultant is responsible for monitoring class attendance to comply with Client's "Drop-Out Protocol." A copy of this protocol will be provided for Consultant at the start of the workshop.

6. WORKSHOP FEEDBACK

- a. Client will invite participants to complete post-workshop feedback/satisfaction surveys. Client can provide consultants with these data upon request. Please note that all identifying information in feedback surveys will be removed to protect participant's confidentiality.

7. ADVERTISING/MARKETING

In order to increase the likelihood of reaching enrollment minimums both parties commit to promotion efforts:

- a. Client agrees to advertise workshops by listing workshop information on the CCFW website and promoting the course through CCFW E-blasts and/or CCFW's Facebook page, and through free University advertising.
- b. Consultant agrees to promote this class within personal and professional networks.

8. CANCELLATIONS

- a. **MINIMUM ENROLLMENT.** In order to ensure the best possible experience for participants the minimum enrollment for workshops is 8 paid participants.
 1. If minimum enrollment is not met at least 10 days prior to the first workshop session the workshop will be cancelled.
 2. In the event of cancellation due to under enrollment:
 - Client will notify the Consultant and registrants of the cancellation. This notice will be given 10 days before the workshop is scheduled to begin.
 - Client will provide 100% refund to each paid registrant.
 - In the event of cancellation due to under enrollment no payments will be made by the Client.
- b. **INCLEMENT WEATHER AND EMERGENCIES.** In the event of inclement weather or other University, City, State or National emergency the Client will observe the University of Washington's (UW) inclement weather and emergency policies.
 1. If the UW delays or suspends operations due to inclement weather or emergencies all sessions for that day will likewise be delayed or cancelled.
 2. Client will inform Consultant and participants within 2 hours of the UW's public notice of delay or suspension.
 3. In the event of a cancellation due to inclement weather or emergency by the Client the consultant will not be required to offer a make-up session however, if the Consultant wishes to offer a make-up session and a mutually agreeable time can be found then the Consultant may offer but will not receive additional compensation for the make-up session.

9. CONSULTANT FEES

- a. Upon completion of each workshop, the Consultant will receive the net revenue of course fees less overhead, expenses and fees, as outlined in the attached addendum, and any additional course related costs that might be incurred by the Consultant. At minimum, the Consultant will charge the net revenue of 8 paid registrations. The Consultant's fee for any invoice or project will not exceed \$9,999. The Client agrees to provide an accounting of all course related revenue and fees to the Consultant upon request.
- b. In cases of co-facilitation by two Consultants, the Client will divide payment equally between the consultants unless otherwise agreed upon by the two Consultants and documented in writing to CCFW.

10. PAYMENT TERMS

- a. Consultant(s) will register with the [University of Washington Procurement Services](#) as a supplier and must submit invoices with all required information to:

Center for Child and Family Well-Being
Attn: Keenan Kaemingk/Accounts Payable
Keenank@uw.edu

- b. Payment will be processed in compliance with UW policies and regulations. Standard payment terms are net 30 days from date of receipt of a properly completed invoice or goods, whichever is later.

11. INDEPENDENT CONTRACTOR

- a. Both parties agree that this relationship is an independent contractor relationship, and that no employment relationship will arise from this agreement.
- b. Neither party considers the work at issue to be the teaching of a required course at the University of Washington.
- c. The Client is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit sharing, pension or any other employee benefit for the Contractor during the Term.
- d. The Consultant is responsible for paying and complying with reporting requirements for all local, state, and federal taxes related to payments made to the Consultant under this agreement.

This agreement may be subject to UW terms and conditions:

https://finance.uw.edu/ps/sites/default/files/purchasing/terms-and-conditions/UW%20General%20Terms%20and%20Conditions%20-%202017.12.2023_cc.pdf

SIGNED IN AGREEMENT BY:

University of Washington

Dawn Lake, Senior Contracts Manager
Procurement Services

Date

Consultant

Full legal name, Consultant

Date

Addendum 1: CCFW Fee-based mindfulness workshops overhead, expenses and program fees

Fee Type	Description	Fee Amount	More information
Cvent Registration Fee	\$4.00 per transaction fee for using Cvent registration system. The UW OMS negotiated a reduced fee and blanket contract with CVENT which significantly reduces the cost of using CVENT registration system.	\$4.00	Increased from \$3.00 to \$4.00 on January 1, 2021
Credit Card/Interchange Fees	This is a fee charged by the credit card companies and is variable depending on type of credit card or debit card used for payment. We've been advised to plan on an average fee of 3%. On June 1, 2022, we adjusted this fee from 3% to 2.75% per LJJL.	2.75%	https://finance.uw.edu/merchant-services/merchants/fee-structure
UW OMS Transaction fees	UW Office of Merchant Services charges fees per transaction	\$ 0.15	https://finance.uw.edu/merchant-services/merchants/fee-structure
OMS Volume Fee	UW Office of Merchant Services charges volume fees per \$1000.00	\$1.15 per \$1,000	https://finance.uw.edu/merchant-services/merchants/fee-structure
UW Institutional Overhead	This is a set fee and charged by the University of Washington. Institutional overhead is a rate calculated by the Budget Office to reimburse the University for costs paid centrally such as rent, light, heat, etc.	15.60%	https://finance.uw.edu/maa/recharge/caguidelines/externalrate
Disability Fees	CCFW is dedicated to providing accommodations for all students. When accommodations such as live interpreters are needed CCFW coordinates with the participant and the UW Disability Services Office to arrange for accommodations. The fees for accommodations are the responsibility of this self-sustaining program and can range between \$2,400-\$3,900 per student. We collect \$10.00 per registration to support payment for these accommodation requests.	1.50%	Adjusted from flat \$10.00 per reg to 2% in September 2020. Adjusted from 2% to 1.5% June 1, 2022.
CCFW Program Expenses	These fees are for registration systems, project management tools, and marketing software.	\$10.95	Increased 1/20/2021. Increased 5/1/2022
CCFW Operations & Facilities Fees	These fees go towards operations and maintenance of spaces and tools used by mindfulness programs.	0.5%	Adjusted to 1% from \$2.00 per registration. September 2020. Adjusted from 1% to 0.5% June 1, 2022.