

## **COLLABORATION AGREEMENT**

This Agreement (hereinafter, "Agreement") is made between ST. BONAVENTURE UNIVERSITY, St. Bonaventure, New York 14778 (the "University") and FRANCISCAN MOUNTAIN RETREAT, INC., West Clarksville, New York 14786 ("Mt. Irenaeus").

### **1. Background; Purpose of Agreement.**

(a) Founded in 1858, the University is a Catholic university dedicated to educational excellence in the Franciscan tradition. As the nation's first Franciscan university, the University affirms the unique dignity of every person, as a community nurturing compassion, seeking wisdom, and building integrity.

(b) Mt. Irenaeus is a contemporary expression of early Franciscan Life. It is a Franciscan intentional community whose primary ministry has been centered on St. Bonaventure University since its founding in 1984. Mt. Irenaeus has collaborated with and assisted the University in the Mission of Franciscan Education and the spiritual and social development of University students, administrators, faculty, support staff, trustees, and alumni on campus, on the Mountain and "on the Road" for over 40 years. Mt. Irenaeus practices and promotes integrative education, experiential learning and discovery. Mt. Irenaeus is much more than a facility, it is a home and lifestyle that cultivates wisdom, health, social consciousness and spiritual development.

(c) Mt. Irenaeus assists the University's Catholic and Franciscan Mission by:

- (i) Providing opportunities for all University members to step back and get away from ordinary campus routine for times of deeper personal reflection;
- (ii) Supporting people of all backgrounds with pastoral care and interfaith programs, women's and men's spirituality programs, and retreats for students and student groups, administration, faculty, staff, and other campus organizations;
- (iii) Helping develop reflection and critical thought, raising questions of values and meaning;
- (iv) Entering into dialogues that address contemporary issues in society and culture;
- (v) Cultivating an environment that celebrates multiculturalism and diversity and fostering appreciation for people of all backgrounds;
- (vi) Promoting awareness of being citizens of our common home, the earth as members of one family, through ecologically sound practices and conserving resources and by encouraging involvement in organizations and projects that serve the larger community;
- (vii) Encouraging healthy, life-giving peer relationships through inclusive networks of belonging, mutual support and care;
- (viii) Supporting the admissions and retentions processes of the University, including without limitation through the Overnight at Mt. Irenaeus during Spring Into Bonaventure, a student orientation, and a retreat for homesick students in the fall; and

- (ix) Promoting spiritual outreach to alumni across the country, both in person and via podcasts and social media.

(d) Both the University and Mt. Irenaeus are sponsored entities of the Franciscan Province of Our Lady of Guadalupe. It is their common intention that the University and Mt. Irenaeus continue to grow and expand their 40-year relationship, and to that end the parties agree that Mt. Irenaeus will offer the life, environment, activities and facilities of the Mountain for the needs of the University community, and the University will compensate the Mountain for services rendered, all as set forth in this Agreement. This Agreement replaces and supersedes all such prior agreements between the parties.

2. **Term of Agreement.** The term of this Agreement will be a period of two years, commencing on June 1, 2024 and continuing through May 31, 2026. This Agreement shall renew automatically and without further action for successive additional one-year terms unless either party notifies the other party in writing of its election not to renew at least 60 days prior to the expiration of the then-current term. Each period of June 1 to May 31 during the term of this Agreement shall be referred to as a "Contract Year."

3. **Mt. Irenaeus Activities.**

(a) In consideration of the financial support described in this Agreement, Mt. Irenaeus will regularly provide continuing opportunities for the University's students, administration, faculty and staff to utilize Mt. Irenaeus as a place for spiritual reflection and re-creation, consistent with past practice. In this capacity Mt. Irenaeus ministries to the University will be considered a program of University Ministries, and the Mt. Irenaeus Director of Life and Ministries will coordinate on a regular and continuous basis with the University's Vice President for Mission Integration. Mt. Irenaeus programs and activities shall include, but not be limited to, the programs and activities described at Exhibit A; provided, however, that any additional programs and/or activities requested by the University shall be provided after mutual discussions between the two entities, and subject to additional compensation to be agreed to by the parties in a signed addendum to this Agreement.

(b) The University will provide on campus parking and five offices at the McGinley Carney Center for Mt. Irenaeus personnel, including furnishings, internet connection, utilities, use of office equipment, technology services, and custodial services, in support of Mt. Irenaeus' Campus Ministries work. Such space and resources shall be used in furtherance of the activities contemplated by this Agreement and for Mt. Irenaeus support staff. Mt. Irenaeus's right to use such space and resources shall be considered a license and neither a lease nor an interest or right in real property, and will terminate upon the expiration or termination of this Agreement without necessity of formal eviction proceedings. While present on St. Bonaventure premises, Mt. Irenaeus personnel shall comply with all applicable University policies, procedures, rules and regulations, copies of which shall be provided to Mt. Irenaeus, and shall attend personnel training sessions provided by the University to its employed personnel as directed by the University on reasonable advance notice. In addition, Mt. Irenaeus shall ensure that all Mt. Irenaeus personnel assigned to or visiting the McGinley Carney Center are in "good standing" with the Province of Our Lady of Guadalupe; *i.e.* that they are not the subject of any active allegations, accusations or investigations of misconduct. Mt. Irenaeus shall certify compliance with the foregoing requirements to the University annually, and more frequently upon request.

4. **Financial Matters.**

(a) In consideration of the activities to be performed by Mt. Irenaeus as described in this Agreement, the University will make a contribution to the annual operating budget of Mt. Irenaeus in the



amount of \$70,000, of which \$35,000 will be paid on or before September 1 of each Contract Year and \$35,000 will be paid on or before February 1 of each Contract Year (the "Annual Support Payments"). In addition, Mt. Irenaeus will be included in all University physical and digital publications where gift in kind donors are recognized.

(b) Upon renewal of this Agreement, the amount of the Annual Support Payments will be reviewed annually and may be adjusted by the parties, upon written agreement, based on the University's and Mt. Irenaeus' budgetary priorities and resources.

(c) Consistent with current practice, Mt. Irenaeus may require financial or other contributions (e.g., food), depending on the size and the length of time of the program or activity being offered.

(d) Mt. Irenaeus may, in consultation with the University, and based on availability of personnel, reduce the level of programs and activities provided herein to SBU.

(e) The parties acknowledge that the University currently holds two endowment funds dedicated to activities conducted by, through or with Mt. Irenaeus; specifically, the Dumser Foundation Fund and the Community Foundation Mt. Irenaeus Fund (collectively, the "Supporting Endowments"). Subject to the University's endowment administration policies and applicable law, the University shall make funding available from the Supporting Endowments in support of the activities contemplated by this Agreement; provided, however, that any such funding from the Supporting Endowments may not be used as a source for the Annual Support Payments or otherwise infringe on Mt. Irenaeus' entitlement to funding from the Supporting Endowments independent of this Agreement.

(f) As between the University and Mt. Irenaeus, except as expressly set forth in this Agreement, each party shall be solely responsible for all costs and expenses incurred by such party in connection with activities conducted pursuant to this Agreement.

## **5. Relationship of Parties.**

(a) In the performance of the activities contemplated by this Agreement, the parties shall be independent contractors and not partners, joint venturers, principal and agent, or parties to any other similar relationship. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other party by its intentional or negligent acts or omissions.

(b) Neither party's personnel shall be entitled to receive or participate in any employee benefit plans or fringe benefit programs provided by the other party to its employees. Neither party's personnel shall be treated as employees of the other party for FICA, FUTA, federal, state or local income tax withholding purposes, and each party shall be responsible for its own appropriate social security and other tax payments, as well as workers' compensation insurance.

**6. Student Information.** To the extent that Mt. Irenaeus has access to personally identifiable information about University students, Mt. Irenaeus acknowledges that it is considered a "school official" within the meaning of the Family Educational Rights and Privacy Act and its implementing regulations, as amended (collectively, "FERPA"), and, as such, agrees (a) to use individually identifiable student information only for the purpose provided, (b) not to use or allow access to such information except in accordance with the requirements established by the University, and (c) to comply with its obligations under FERPA in the event that it is compelled by subpoena or other legal process to disclose any individually identifiable student information to a third party.

7. **Indemnification.** Each party shall defend with competent counsel, indemnify and hold harmless the other party and the other party's officers, trustees, directors, employees, agents and representatives of any kind, from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by the intentional or negligent act or omission of such party or any of its officers, trustees, directors, employees, agents, representatives and/or contractors.

8. **Insurance.** The University shall arrange for liability insurance to be obtained and maintained on behalf of Mt. Irenaeus to cover the activities contemplated by this Agreement, in such amounts and with such coverages as the University may reasonably require. Mt. Irenaeus shall reimburse the University upon demand for the University's actual cost for such insurance.

9. **Termination.**

(a) Either party may terminate this Agreement upon 30 days' prior written notice of a material breach by the other party, unless the breaching party cures the breach to the reasonable satisfaction of the non-breaching party within such 30 day period.

(b) Either party may terminate this Agreement on 10 days' prior written notice in the event that the other party or any of the other party's personnel engages in conduct which is unethical, unlawful or adverse to the reputation of the terminating party; provided, however, that such notice must state with sufficient detail the particular conduct giving rise to the notice of termination and the basis for attributing such conduct to the non-terminating party.

(c) Either party may terminate this Agreement on written notice to the other party in the event that any regulatory authority, accreditation body or court of competent jurisdiction determines that either party may not participate in this Agreement or in agreements of this nature.

10. **Amendment.** This Agreement may not be modified or amended except by a further written document signed by the parties.

11. **Waiver.** A waiver of any provision or breach of this Agreement must be in writing and signed by the party making the waiver in order to be effective and binding. The waiver of any breach of a provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach. The waiver of any term or condition of this Agreement by either party shall not operate or be construed as a waiver of any other term or condition.

12. **Benefit; Assignment.** This Agreement shall be binding upon and shall benefit the parties and their respective successors and permitted assigns. This Agreement may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be void.

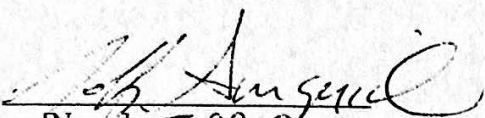
13. **Severability.** If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present valid and legal intention of the parties.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding its subject matter, and supersedes all prior understandings, representations and agreements, whether oral or written, by either party.



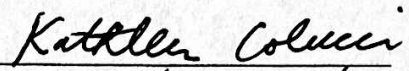
The parties' assent to this Agreement is established as of the date set forth at the beginning by their following signatures:

**ST. BONAVENTURE UNIVERSITY**

By:   
[Name] Jeff Gingrich  
[Title] President

Date: July 1, 2024

**FRANCISCAN MOUNTAIN  
RETREAT, INC.**

  
[Name] Kathleen Colucci  
[Title] chair of the Board

Date: July 8, 2024

**EXHIBIT A**  
**Responsibilities of Mt. Irenaeus within University Ministries**

- Participate in University Ministries (UMin) weekly meetings, events, and programs
- Coordinate Mountain calendar with UMin calendar
- Participate in special events such as summer orientation sessions and service weeks
- Continue to offer evenings away, overnights, and weekend experiences for students
- Provide a continuous Franciscan presence on campus, engaging with students and others in the University community throughout the academic year
- Support the admissions initiatives of the University including Spring into Bonas program
- Ongoing formation for the Mountain resident community and those involved in ministry to keep them grounded in their charism and Gospel manner of Life for their ministry to the University
- Continue collaboration with University alumni services for “Mountain on the Road events,” ministering to the University alumni community across the country
- Participation in the lives of alumni through the celebration and participation of weddings, baptisms, etc.
- Regular content creation including daily social media reflections, newsletters, and podcasts received by the larger University community
- Support other mission-centered initiatives such as sustainability and other University priorities
- Collaboratively define goals and objects with UMin, set corresponding performance measures, and evaluate performance in meeting goals and objectives