University of Maryland, College Park
Department of Conferences & Visitor Services
License Agreement for Use of Resources (Facilities, Equipment and Services)

PART I
This is an agreement between The University of Maryland, College Park, Department of Conferences & Visitor Services (hereinafter referred to as "C&VS") and the party named on line I.B.1. (hereinafter referred to as "Licensee"). In consideration of the mutual covenants and agreements stated in Part I and Part II of this document and all attachments hereto, the parties agree as follows:

I.A. LICENSE TO USE UNIVERSITY RESOURCES
C&VS hereby grants to Licensee, and Licensee hereby accepts, a license to use University resources for the purpose of holding an educational conference or event.

I.B. PROGRAM INFORMATION
1. NAME OF CONTRACTING PARTY (Licensee):
   Department of Computer Science
2. PRINCIPAL ADDRESS:
   3245 A.V Williams Building
   College Park, MD 20742
3. AUTHORIZED REPRESENTATIVE FOR LICENSEE:
   William Gasarch, Professor
4. CONFERENCE/EVENT NAME:
   Combinatorial Algorithms and Applied Research
5. PROGRAM DATES:
   a. BEGIN DATE: May 31, 2015
   b. END DATE: August 8, 2015

6. GROUP SIZE

<table>
<thead>
<tr>
<th>Package A (refer to I.C.2.)</th>
<th>MINIMUM Number of attendees</th>
<th>MAXIMUM Number of attendees</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15</td>
<td>16</td>
</tr>
</tbody>
</table>

7. CONFIRMATION OF SERVICES
   b. On or before the date indicated in I.B.7.a. (Confirmation Deadline), Licensee shall provide C&VS with a Confirmation of Services. At minimum, the Confirmation of Services must be in writing, signed by licensee, and shall include:
      1. Estimate of attendance and quantities for all services listed in section I.C. (Services and Fees) of this agreement.
      2. A dated and signed chronological agenda of program activities to include meals, lodging, early/late arrivals and departures, catered food services, all reserved meeting facilities and special events.
      3. Names of all individuals who are authorized to make changes to the agenda, order additional services and/or to make decisions that result in financial commitments.

8. GUARANTEE
   a. Guarantee Due: May 15, 2015
   b. On or before the date indicated in I.B.8.a. (Guarantee Due), Licensee shall provide C&VS with a Guarantee. Where a number of participants, staff, etc. is required, the Guarantee can be no more than the maximum(s) stated in I.B.6. (Maximum Number of Attendees) and no fewer than the minimum(s) stated in I.B.6. (Minimum Number of Attendees) of this agreement. (Should the need arise to go over the maximum, refer to Part II.B., Additional Resources.) At minimum, the Guarantee must be in writing, signed by licensee and shall include:
      1. Guarantee of attendance for all categories listed in section I.B.6. (Group Size) of this agreement.

Initial for Licensee: [Signature]   Initial for University: [Signature]
2. A roster of all residential, commuter attendees and staff, indicating for each attendee their gender, roommate preference, special needs and their arrival and departure dates.
   i. C&VS will provide Licensee with an Excel spreadsheet detailing available lodging space and data formatting requirements.
   ii. Licensee will make all lodging assignments and roommate pairings by entering participant data into the University-provided spreadsheet.
   iii. On or before the Guarantee Due Date, Licensee will return the completed lodging assignment spreadsheet to the Program Manager via email.
   iv. In those cases when Licensee wishes C&VS to make assignments, Licensee must provide a roster of participants, with all information requested by a C&VS Program Manager, by the Guarantee Due date.
   v. Failure to provide a roster or the lodging assignment spreadsheet on or before its due date will result in a late fee equal to 1.5% of total charges for each day late, up to a maximum of $2,500.00. This fee will be added to the final invoice.

3. A dated and signed chronological agenda of program activities to include any early/late arrivals and late departures, catered food services, all reserved meeting facilities and special events.

9. **Consequence of Guarantees**
   a. Licensee will be charged for the Guarantee or the actual numbers in all categories, whichever is greater. At no time will Licensee be charged for fewer than the Guarantee (I.B.8.) or the Minimum (I.B.6.), whichever is greater.
   b. Failure to provide the Guarantee on or before its due date will result in a late fee equal to 1.5% of total charges for each day late, up to a maximum of $2,500.00. This fee will be added to the final invoice.
   c. In the event Licensee fails to provide a Guarantee, C&VS shall consider the contract maximum (stated in I.B.6, Maximum Number of Attendees) to be the Guarantee.
   d. In the event actual attendance exceeds Guarantee, refer to Part II.B., Additional Resources.

I.C. **Services and Fees**

1. Licensee acknowledges that this agreement is subject to the Group Size, as stated in I.B.6., and the Guarantees as described in I.B.8. (Guarantee). In as much as the total license fee and the purpose of the use of such facilities are based, in part, upon attendance, C&VS may, at its option, renegotiate the terms of this contract if the actual number of attendees is inconsistent with the Group Size, as stated in I.B.6., the Guarantee, or both.

2. **Package Price (Lodging and Meal Plan)**
   
   | DINING HALL: | N/A |
   | RESIDENCE HALL: | LEONARDTOWN |

   **Package Price:**

<table>
<thead>
<tr>
<th>Package Includes</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>Residential Attendees</td>
<td>Cost is for 10 weeks housing in a kitchen equipped apartment on campus. Housing, administrative and $300 Terp Express card are included. Linen, internet, and parking are not. Price is per person.</td>
</tr>
<tr>
<td></td>
<td>$3,380 (single, $2,890 double)</td>
</tr>
</tbody>
</table>

3. **Facilities:**
   N/A

4. **Additional Services**
   N/A

a. **Parking**
   Parking is not included in the package rate for residential guests. Parking permits may be obtained for a cost of $225 per person through your program manager.

b. **Recreation**

   Initial for Licensee: [Signature]

   Initial for University: [Signature]
Program participants may be eligible to purchase single-day guest passes for $7.00. Please check with your Program Manager for eligibility requirements.

c. **INTERNET ACCESS**  
   Unless noted elsewhere, access to the University of Maryland network is not provided. Please ask your program manager about internet access.

d. **OTHER FEES**

5. **ANTICIPATED FEES:** $43,350  
   Anticipated fees are based on packages, facilities, and services listed.

I.D. **DEPOSITS, PAYMENTS, AND BILLING**

1. Deposits are non-refundable.

2. The **FIRST DEPOSIT** of $39,015 is due April 29, 2015, concurrent with the signed contract. Please make the check payable to the University of Maryland. (see address in I.D.10)

3. A **SECOND DEPOSIT** may be required if fees (based on the Guarantee, see I.B.8) exceed anticipated fees (see I.C.5) by $10,000 or more.

4. **POST BILL:** An invoice for the remaining amount due under this agreement will be issued within ninety (90) days after the close of the conference. Payment is due within thirty (30) days of the invoice date (see I.D.6, Billing and Review of Bills).

5. **BILLING AND REVIEW OF BILLS**
   a. All deposits are non-refundable.
   b. Licensee may request, in writing, a review of charges within 30 days of issuance of final bill. After 30 days, charges will not be reviewed until invoice is paid in full. Requests for review must be in writing to be valid. Non-disputed charges must be paid within 30 days of invoice.

6. **PAYMENT BY FRS**  
   C&VS will initiate FRS transfers according to schedules stated in section I.D. Licensee agrees to fund transfers from the following FRS account: 4 3 4 3 3 0

7. **PAYMENT BY CREDIT CARD**  
   C&VS will accept Visa, MasterCard or American Express. Visa (including UM purchasing card) and MasterCard payments will incur a 3% service charge. American Express payments will incur a 5% service charge.

8. This agreement will not be valid, nor will reservations be guaranteed by C&VS, until it is signed and returned by Licensee to University of Maryland, Conferences & Visitor Services, Hartwick Building-Box 10, 4321 Hartwick Rd., Suite 500, College Park, MD 20742, along with payment of the first deposit (as noted in I.D.), but no later than April 29, 2015.

9. This agreement is not finalized until it is signed and returned to Licensee by C&VS.

I.E. **CANCELLATION OF PROGRAM MADE BY LICENSEE**

1. C&VS shall claim as liquidated damages all deposits held and money owed on invoices outstanding if Licensee cancels the conference or event any time after the agreement is signed. Cancellation of this agreement or of any facilities, services or catering orders must be done in writing. Failure to do so will result in Licensee being billed for the full rental or service charge.

Initial for Licensee: ___________________ Initial for University: ___________________
2. Licensee agrees to pay as liquidated damages the following amounts for canceling this agreement. In return, C&VS agrees to hold no further claims against Licensee for said cancellation.

<table>
<thead>
<tr>
<th>Cancellation Date</th>
<th>Penalty</th>
<th>Total Liability</th>
</tr>
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<tbody>
<tr>
<td>Upon Contract Acceptance</td>
<td>25%</td>
<td>$10,838</td>
</tr>
<tr>
<td>April 29, 2015</td>
<td>80%</td>
<td>$34,680</td>
</tr>
<tr>
<td>May 15, 2016</td>
<td>100%</td>
<td>$43,350</td>
</tr>
</tbody>
</table>

I.F. By signature, any person executing this agreement expressly warrants that s/he is the authorized representative of Licensee as stated in I.B.3. and assumes complete responsibility for fulfillment of all commitments agreed to herein.

I have read this agreement, initialed all pages and accept all terms included herein.

Signature: ___________________________ Signature: ___________________________
For Licensee: William Gasarch For C&VS: ___________________________
Printed Name: William Gasarch Printed Name: Patrick Perfetto
Title: Professor Title: Director, Conferences & Visitor Services
Date: April 29, 2015 Date: ___________________________

Initial for Licensee: __________________ Initial for University: __________________
PART II

The University in the furtherance of its educational and service mission seeks to encourage the dissemination of information through educational services, conferences and events. Licensee seeks to use University resources in support of an educational purpose or for the purpose of holding an educational conference or event. To an extent not inconsistent or incompatible with the use of University resources for University purposes, the University desires to make University resources available to Licensee and Licensee agrees to pay fees as stated herein. In consideration of the mutual covenants and agreements stated herein, the parties agree to all terms and conditions outlined in Part I and Part II and all designated addendums and attachments thereto.

II.A. AMENDMENTS AND REVISION
1. This agreement contains all the understandings of the parties and may be changed only by an addendum or amendment in writing. E-mail and fax correspondence are considered addenda to this agreement.
2. Any changes to services and/or facilities in sections I.C. (Services and Fees) will likely involve additional fees for services or penalties.
3. Unless otherwise noted, changes made after the Confirmation of Services (I.B.7.a) may be considered a cancellation and rebooking of service.

II.B. ADDITIONAL RESOURCES
1. At its option, C&VS may make available to Licensee additional resources should the guarantee exceed the contract maximums (I.B.6) or should actual attendance exceed the Guarantee.
2. If actual number of attendees exceeds the Guarantee or the maximum, a surcharge will be applied to the number of attendees in excess.
3. The surcharge shall be estimated at 20% of all charges.

II.C. LICENSEE
It is understood by the parties that this agreement constitutes a license, not a lease, and that the relationship of the parties hereunder is that of licensor and licensee, and not that of landlord and tenant. C&VS may terminate this agreement by written notice if Licensee, in C&VS's discretion, no longer meets eligibility criteria for using University resources. A statement of University eligibility criteria is available on request.

II.D. LIABILITY
Licensee assumes any and all risk of loss, damage or liability whatsoever which Licensee, its officers, agents, and employees or invitees, may sustain while using the resources licensed hereunder. The University, its officers, agents and employees, shall not be liable for any injury, damage or loss of personal property resulting from any deviation from the agenda which occurs on or about the licensed resources and is caused by the Licensee, its officers, agents and employees, or invitees. Licensee shall defend, indemnify and hold harmless the University from any and all losses, expenses, demands, actions, suits, claims or liabilities of whatsoever nature resulting from any injury or death to any persons or any property damage, except that resulting from the sole negligence of the University.

II.E. INSURANCE
C&VS recommends that Licensee obtain, at its expense, liability insurance in which the University is named as insured with minimum policy limits of three million dollars ($3,000,000) per occurrence for personal injuries, including death, and three million dollars ($3,000,000) in aggregate for property damage.

II.F. DAMAGES AND LOSS
In the event the resources licensed hereunder incur any loss or damage as a result of Licensee's negligence or that of guest(s) of Licensee, the University shall make the repairs and/or replacement of damaged or lost property required to restore it to the condition it was in prior to such damage or loss, and shall provide Licensee with an invoice representing the costs to the University of making said repairs and/or replacement. Said invoice is due and payable upon receipt. Licensee is deemed to have accepted the resources in the condition existing prior to the effective date of this license, excepting therefrom latent, undisclosed defects of which University had knowledge but did not disclose to Licensee at the time of use. Licensee is not liable for losses or damages to the premises due to the sole negligence of the University. Licensee will be responsible for a key and lock core replacement charge of $85.00 for each key lost or not returned at the conclusion of the conference/event.

Initial for Licensee: ___________ Initial for University: ___________

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II.G. ASSIGNMENT
This agreement shall not be assigned by either party, in total or part, to others without the prior express written consent of the other party.

II.H. RIGHT OF ENTRY
Notwithstanding anything to the contrary herein, the University reserves the right at all times to control all resources licensed hereunder, and to enforce all applicable laws, rules and regulations. Duly authorized representatives of the University may enter licensed premises for maintenance, in case of emergencies, safety concerns or if illegal activity is suspected.

II.I. AFFILIATION
Licensee will follow all University guidelines regarding marketing of program and statements of affiliation with the University of Maryland.

II.J. GOVERNANCE
The validity, interpretation and effect of this agreement shall be governed by the laws of the State of Maryland. The laws of the State of Maryland shall govern all rights, remedies, obligations, and liabilities arising pursuant to this agreement. Licensee is subject to all applicable state and federal laws and University rules and regulations, including but not limited to those contained in the agreement.

II.K. PUBLICATIONS
All written materials, including those electronically distributed, advertising or referring to C&VS or to C&VS services, must be reviewed and approved in writing by C&VS prior to publication or distribution.

II.L. SUPERVISION OF ATTENDEES AGE 17 OR UNDER
1. Adult, live-in supervisors shall be present at all times for any attendees age seventeen and under at the ratio of at least one adult supervisor for every fifteen attendees while attendees are in the residence halls.
2. C&VS must know who the supervisors are, along with their room and telephone numbers in case of an emergency or disciplinary situation.
3. C&VS will provide Licensee with a copy of Managing Minors on Campus, which will include chaperone expectations and information. Licensee is responsible for insuring supervisors receive necessary information and training.
4. Supervisors are responsible for informing all attendees of University Rules and Regulations along with the fire/safety procedures and are responsible at all times for monitoring attendees conduct, informing C&VS staff of any discipline problems that may occur.
5. Supervisors must be dispersed evenly throughout the floors they occupy.
6. Supervisors are required to monitor campers' use of elevators and take disciplinary action if elevators are misused by campers.
7. At least one (1) adult supervisor must be designated to monitor group behavior during each meal period. The Dining Hall Manager must be advised of the name of this supervisor at the beginning of each meal period.
8. In the event of a fire drill, supervisors are responsible for insuring all attendees comply with evacuation procedures.
9. Licensee will consult with University Risk Manager regarding background check requirements for supervisors.
10. Licensee will insure that it is in compliance with all State of Maryland laws and regulations pertaining to youth camps Information regarding these laws and regulations is available at http://ideha.dhmb.maryland.gov/OEHFP/CHS/SitePages/youth-camp-certifications.aspx.

II.M. REPORTING CHILD ABUSE AND NEGLECT
Licensee must follow policies VI-1.50 and VI-1.50(A). Copies of these policies may be obtained from C&VS or at http://www.president.umd.edu/policies/.

Initial for Licensee: [Signature] Initial for University: [Signature]
II.N. LIMITED USE
1. Licensee may use only licensed University resources.
2. Under no conditions shall an unauthorized person undertake repair, service or alternation of any University facility or item of University property.

II.O. SERVICES BY NON-UNIVERSITY CONTRACTORS
All services by non-University of Maryland providers, other than those exclusively agreed to C&VS, must be approved in writing. Services such as those related to security, food, concessionaires and maintenance of University buildings, grounds and equipment can only be provided by University personnel or by express written agreement with the University of Maryland, College Park. Licensee may sell materials pertaining to specific conference/event topics, to conference/event participants only, without commission or fee to the University except normal space rental fees as indicated herein. A complete list of items to be provided for sale and the time, manner and location of sale must be provided to C&VS in writing prior to sales taking place. Contracts for services acquired by C&VS, on direct behalf of Licensee and from non-University providers, must be signed by Licensee. Under such agreements, Licensee assumes all responsibility and liability, expressed and implied by the agreement. C&VS shall serve as the agent for delivery of Licensee payments and data only.

II.P. ADA COMPLIANCE
It is the responsibility of the University to exercise reasonable effort in assuring that facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that Licensee uses reasonable effort to determine and report to C&VS any special needs that may exist. Licensee must ensure that program activities covered under this agreement are consistent with the guidelines of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters.

II.Q. UNIVERSITY RULES AND REGULATIONS
Licensee and Licensee's conference attendees are prohibited from:
- Possession of illegal substances.
- Cooking, except in designated kitchen areas.
- Possession of animals, except when required to assist disabled persons.
- Tampering with fire system or fire safety equipment.
- Possession of any weapon, fireworks, or other flammable materials.
- Disruptive, destructive or dangerous behavior as, at any time, it may be defined by the University.
- Possession or consumption of alcohol in public areas, or possession or consumption of alcohol by Attendees under the age of 21.
- Smoking on campus, except in designated areas.
- Licensee may not install air-conditioning units in any space without prior written consent from C&VS.

This is not a complete list of University rules and regulations. Please contact your Program Manager for additional information.

II.R. FACILITIES NOT COVERED IN THIS AGREEMENT
Licensee is solely responsible for arranging use of facilities not covered in this agreement and for any conflicts that arise over scheduling, supervision and payment. This includes, for example, facilities controlled by Campus Recreation Services, the Department of Intercollegiate Athletics and University College. Unless expressly stated in section I.C.3., there are no provisions in this agreement for attendee use of university recreation facilities.

II.S. SIGN REMOVAL
If Licensee installs information or directional signs, Licensee must remove them within twenty-four hours following the end of Licensee's conference. If this does not occur, licensee will be charged a minimum removal/disposal fee of $20 per sign.

II.T. PARKING

Initial for Licensee: ____________________ Initial for University: ____________________

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1. All attendees are expected to follow parking rules and regulations established by the Department of Transportation Services. (All driving attendees must display on their vehicles a valid UM parking permit or they must pay to park in designated visitor spaces.)

2. It is the responsibility of the Licensee to assure that attendees are clearly informed prior to their arrival on campus and told to comply with this policy.

3. Licensee is expected to assist in the distribution of information and parking permits to help assure attendees do not commit parking violations.

4. C&VS will not take responsibility for helping violators appeal parking tickets.

II.U. CANCELLATIONS OR CHANGES MADE BY THE UNIVERSITY

1. C&VS is not liable for any cancellation or change in the event’s location caused by events beyond its reasonable control, such as acts of God or acts of the State in its sovereign or contractual capacity.

2. The University will close to the public, including persons who wish to attend conferences, weddings and other on-campus events, if university officials determine there is reasonable cause, such as weather emergency, power outage, water outage, civil unrest, threat to national security or any other occurrence that, in the opinion of university officials, is potentially and sufficiently dangerous to persons on campus or traveling to campus. Closure notification will be provided to all major television and radio stations in the Baltimore/Washington region. In the event of an emergency, persons planning to travel to the university should be advised to listen to area broadcasts to determine if the university is closed. C&VS shall not be responsible for any costs to the Licensee resulting from a cancellation or delay due to weather emergency, power outage, water outage, civil unrest, threat to national security or any other occurrence that is potentially dangerous to persons on campus. C&VS will not charge for its contracted facilities and services that are not used due to cancellation by the University.

Updated February 2014

Initial for Licensee: ___________________________ Initial for University: ___________________________
# Confirmation of Services

CAAR-15
Arrive: Sunday, May 31, 2015
Depart: Saturday, August 8, 2015
Dining Hall: None

<table>
<thead>
<tr>
<th>Dept</th>
<th>Event Date</th>
<th>Start</th>
<th>End</th>
<th>Type</th>
<th>Location</th>
<th>Location</th>
<th>#</th>
</tr>
</thead>
<tbody>
<tr>
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<td>05/31/2015</td>
<td>09:00 AM</td>
<td></td>
<td>Check In</td>
<td>Leonardtown Community Center Desk</td>
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<td>Check Out</td>
<td>Leonardtown Community Center Desk</td>
<td></td>
<td>16</td>
</tr>
</tbody>
</table>

Authorized Signatures:
Please list any person(s) who will be authorized to make changes to the agenda, order additional services, and/or to make decisions that result in financial commitments.

Sharon D. McElroy