

## SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Service Provider"), whose address is \_\_\_\_\_ and DELTA RESEARCH AND EDUCATIONAL FOUNDATION ("the Foundation"), with its principal place of business located at 1703 New Hampshire Avenue, Washington, D.C. 20009.

In accordance with the terms and conditions set forth below, the Foundation and Service Provider agree as follows:

### *SECTION 1: SCOPE OF SERVICES*

Service Provider agrees to furnish the Foundation with the following services and any other activities as may be requested by the Foundation and agreed to by the Service Provider from time to time during the duration of this Agreement (collectively "Services").

THE FOUNDATION shall provide following:

The actual location(s) where Service Provider will be required to provide said Services here under shall be mutually agreed upon between Service Provider and the Foundation.

### *SECTION 2: TERM*

The Term of this Agreement ("Term") shall commence on \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_, unless terminate earlier pursuant to Section 10 below entitled "Termination".

The Foundation may extend the term of this contract for successive periods of one (1) year. However, the Foundation's authorized Contracting Officer will advise the Service Provider in writing at least thirty (30) calendar days before the contract period expires of its desire to extend the period of the contract. This agreement will be reviewed annually.

### *SECTION 3: COMPENSATION*

In consideration for the Services rendered by Provider, THE FOUNDATION agrees to pay \_\_\_\_\_.

*SECTION 4: TAXES, LICENSES, PERMITS AND FEES*

Service Provider is fully cognizant that this is an Agreement for Services and that an employee-employer relationship does not exist between the Parties. Thus, Service Provider is not covered by Workman's' Compensation, group life, accident or health insurance, nor benefits associated with an employer-employee relationship. Therefore, it is the Service Provider's responsibility to obtain, at its own expense, any applicable licenses and permits, and to pay such taxes and fees as may be required of the Service Provider by local, state and federal governments in the execution of the terms and conditions of this Agreement. Service Provider shall also comply with all laws, rules and regulations applicable to the Services performed under this Agreement.

*SECTION 5: SUBCONTRACTS*

Service Provider will not subcontract any parts of the Services to be performed under this Agreement to a third party without the prior written consent of the Foundation. However, in the event a subcontractor is permitted to perform any Services under this Agreement, Service Provider will continue to be held responsible for all terms and conditions of the contract.

*SECTION 6: INDEPENDENT CONTRACTOR*

Service Provider acknowledges that the Services rendered under this Agreement shall be solely as an Independent Contractor. Service Provider shall not enter into any contract or commitment on behalf of the Foundation. Furthermore, Service Provider recognizes and understands that it is not considered an affiliate or subsidiary of the Foundation, and is not entitled to any of the Foundation's employment rights or benefits. Moreover, it is expressly understood that this undertaking by the Parties is not a joint venture.

*SECTION 7: CONFIDENTIALITY AND NON-DISCLOSURE*

Service Provider understands that this Agreement creates a confidential relationship between Service Provider and the Foundation. Service Provider recognizes and that any information concerning the Foundation's employees, business affairs, vendors, finances, properties, methods of operations, computer programs, documentation and other such information, whether written, oral or otherwise, is confidential in nature. All such information concerning the Foundation is hereinafter collectively referred to as "Confidential Information." Service Provider agrees to take all reasonable precautions to safeguard the Confidential Information belonging to the Foundation.

Service Provider agrees that, except as directed by the Foundation, it will not at any time during or after the termination of this Agreement, disclose any Confidential Information to any person whatsoever and that upon termination of the Agreement, it will turn over to the Foundation all relevant documents, papers and other materials in its possession or control that the Foundation desires. Additionally, Service Provider will bind its employees, agents, affiliates, directors, officers and subcontracts to the terms and conditions of this Agreement. This clause shall survive the termination of this agreement.

### *SECTION 8: RECORDS AND REPORTS*

Service Provider shall maintain all records and/or reports as required by the Foundation to fulfill its obligations under this Agreement as well as to comply with local, state and federal laws. From time to time, the reporting requirements may need to be updated best on donor requirements or best practices. Service Provide shall comply with all updated requests. Service Provider shall maintain such records and reports related to this Agreement for a period of 7 years after the Service Provider makes final payment and all pending matters are closed. This clause shall survive the termination of this agreement.

Current Reports required:

### *SECTION 9: INDEMNIFICATION*

The Foundation and the Service Provider hereby agree to indemnify and hold harmless each other as well as their respective Board of Directors, all their officers, agents, legal representatives, employees, volunteers, successors and assigns, from and against any and all losses, liabilities, damages, demands, fees and expenses or causes of actions (whether negligent or intentional), which either may incur based upon a breach of any term or condition of this Agreement.

### *SECTION 10: TERMINATION*

#### *(A). WITHOUT CAUSE:*

Either Party may terminate this Agreement by giving the other party 30 day prior written notice. In the event of termination under this section, Service Provider shall work with the Foundation to wind up the services under the agreement and will incur no additional expenses without the express approval of the Foundation. The Service Provider will pay THE FOUNDATION revenue from/for all \_\_\_\_\_ prior to actual termination.

#### *(B). FOR CAUSE:*

The Foundation will have the unrestricted right to immediately terminate this Agreement without any obligation to Service Provider upon the happening of any one or more of the following events:

- a. Service Provider's failure to provide Services within the time specified by this Agreement or any previous agreements;
- b. Service Provider's failure to perform any other provisions of this Agreement or previous agreements;
- c. Service Provider violates any local, state or federal laws or regulations;
- d. Service Provider's voluntary or involuntary petition of bankruptcy;
- e. Cancellation of any private or governmental contract which funds the Services hereunder; and
- f. Any other reason which does not contravene local, state or federal law.

The Service Provider will immediately cease all work and cause any of its suppliers or subcontractors, if applicable, to stop all work related to this Agreement.

**SECTION 11: USE OF TRADE NAMES**

The Service Provider will not use **Delta Sigma Theta Sorority, Inc** (if non Delta) or The Foundation's Intellectual Property as names, titles of programs or activities in printed and electronic brochures, program registrations, guides, or any other promotional materials, at any time.

With prior approval by the Foundation, the Service Provider may use the Intellectual Property in the description of said program only as it relates to appropriateness or design of the program or activity for the Foundation. The Service Provider will allow 14 business days for written approval.

**SECTION 12: MISCELLANEOUS PROVISIONS**

- Drug Free Workplace – Service Provider will comply with all applicable state laws regarding maintaining a drug free workplace. If applicable, Service Provider will make a good faith effort to ensure that all of its employees, while working on the Foundation's property, do not possess and will not be under the influence of illegal drugs or alcohol or abuse prescription drugs.
- Modification – Any modification to this Agreement must be in writing and signed by the Foundation's authorized representative in order to be valid.
- Non-Assignment – Service Provider agrees to personally perform all Services imposed under the terms and conditions of this Agreement, unless otherwise directed by the Foundation. Any assignment in violation of this Agreement is void.
- Reservation of Rights – Any delay or failure in enforcing any right or remedy afforded hereunder or by law will not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement.
- Notices – Any notices required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to the authorized representative of the Party receiving notice or when posted in the United States mail by certified mail addressed to:

Notice to Service Provider:

Notice to Foundation:

Delta Research and Educational Foundation  
1703 Hampshire Avenue  
Washington, D.C., 20009

- Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.
- Jurisdiction - Any litigation arising under this Agreement shall be litigated in the \_\_\_\_\_ . Service Provider agrees to submit itself to the jurisdiction and venue of those courts.
- Entire Agreement - This Agreement constitutes the entire agreement of the Parties. All prior communications, whether oral or written, are hereby superseded by this Agreement.

Intending to be legally bound, Service Provider and the Foundation have signed this Service Agreement as of the effective date written above.

DELTA RESEARCH AND EDUCATIONAL FOUNDATION

\_\_\_\_\_  
Brittany Grimes Zaehring  
Director of Operations

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE