

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“Agreement”), dated [Subcontract Date], is entered into between the National Institute of Governmental Purchasing, Inc. (“NIGP”), a Wisconsin not-for-profit corporation, having a principal place of business at 151 Spring Street, Herndon, Virginia 20170, and [Contractor Individual] (“Contractor”), located at [Contractor Street Address], [Contractor City], [Contractor State] [Contractor Zip Code].

WHEREAS, NIGP, through its Procurement Management Assistance Program (“PMAP”), has entered into a contractual agreement (“Prime Contract”), awarded [Prime Contract Date], with [Client Name], located at [Client Street Address], [Client City], [Client State] [Client Zip Code] for [Engagement Title] (“Engagement”); and

WHEREAS, NIGP and Contractor desire to enter into an agreement pursuant to which NIGP will retain the services of Contractor, and Contractor will agree to furnish its services to NIGP in connection with the Engagement as a subcontractor to NIGP under the Prime Contract;

NOW, THEREFORE, the parties agree as follows:

Article 1 Purpose of Engagement

1.01 Specific Services. NIGP agrees to retain Contractor to perform services of a [Select: Junior/Lead/Blank] Consultant in connection with the Engagement, described in the [Select: Proposal/Scope of Work] attached hereto as Exhibit “A” as a subcontractor to NIGP under the Prime Contract, and Contractor agrees to furnish NIGP the services on the terms and subject to the conditions set forth in this Agreement. It is expressly understood that Contractor is an independent contractor of NIGP and that Contractor shall use its professional discretion in determining the best means by which to perform the services.

Article 2 Term of Agreement

2.01 Term. The term of this Agreement shall begin on the date hereof and shall continue until the earlier of (1) termination of the Prime Contract or (2) termination pursuant to Article 5, Termination, hereof.

Article 3 Compensation

3.01 Professional Fees. During the term of this Agreement, NIGP agrees to compensate Contractor at \$[Hourly Rate] per hour. In no event shall the fees payable to Contractor hereunder exceed \$[Maximum Amount], excluding travel and business expenses.

3.02 Travel Expense Reimbursement. Contractor shall be entitled to reimbursement from NIGP for reasonable and actual travel expenses in accordance with NIGP's Travel Policy, identified in Section V of the Board Policy Manual. Automobile travel shall be reimbursed at a mileage rate equal to that published by the United States Government, Internal Revenue Service. Any anticipated travel expenses in excess of the amount budgeted for the Engagement require pre-approval by the PMAP Program Manager. In the event that travel costs are not itemized in the budget for the Engagement, all anticipated expenses in excess of \$250 shall be pre-approved.

3.03 Business Expense Reimbursement. NIGP will reimburse Contractor for reasonable and actual business expenses directly incurred in the performance of this Agreement. Receipts are required for any single business expense item over \$25.00.

3.04 Invoices. Contractor will submit to NIGP an invoice at the end of each calendar month, or at such other intervals as directed by the PMAP Program Manager. The invoice will include supporting documentation for expenses incurred, and for services rendered, including the names of Consultants providing services, the dates of service and hours worked.

3.05 Payment. All payments are to be made in U.S. dollars unless otherwise stipulated herein. NIGP agrees to pay Contractor as follows:

- a. Travel and Expense Reimbursement within thirty calendar days from receipt of documentation; and
- b. Professional Fees within thirty calendar days from receipt of payment from the Client.

3.06 Travel Prepayment. To reduce out-of-pocket expenses, Contractor may arrange for NIGP to prepay commercial travel expenses, including air transportation and lodging. Travel arrangements shall be made through the PMAP Program Manager and the NIGP designated travel agency.

Article 4 Obligations of Contractor

4.01 Warranties.

- a. Contractor shall use its best efforts to perform the services in a skilled, competent and workmanlike matter and will comply with reasonable performance schedules delivered in writing by NIGP to Contractor.
- b. Contractor's performance of the services called for by the Agreement does not and shall not violate: (1) any applicable law, rule, or regulation; (2) any contracts with third parties; or (3) any third-party right in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- c. All services will be performed by Contractor.
- d. Contractor shall meet the qualification and certification requirements of the Procurement Management Assistance Program in accordance with applicable provisions of NIGP Board Policies.
- e. Contractor shall comply with the NIGP Code of Ethics and applicable NIGP Board Policies.

4.02 Conflicting Obligations. Contractor warrants that it is under no obligation or restriction, nor will Contractor assume any obligation or restriction that would in any way interfere, be inconsistent, or present a conflict of interest with the services and deliverables furnished by Contractor under this Agreement.

4.03 Marketing Restriction. The Contractor shall not utilize any venues available through PMAP as an opportunity to market or distribute any non-NIGP products or services, including those independently developed, produced and/or promoted by the Contractor.

4.04 Non-Compete Agreement. Unless specific approval is received from the PMAP Program Manager, the Contractor shall not undertake any independent work for the Client until at least two years after completion of the Engagement.

4.05 Non-Disclosure. Contractor shall not disclose any confidential or proprietary information of NIGP, PMAP or Client for any reason or purpose whatsoever to any person or entity, other than those authorized by the PMAP Program Manager to receive such information, nor shall the Contractor make use of any such confidential or proprietary information for the Contractor's benefit or for the benefit of any other person or entity except NIGP. For purposes of this Agreement, the term "confidential information" shall mean any and all information which is not previously known to the Contractor which relates to the business operations and methodologies of NIGP or the business operations of the Client, including, without limitation, trade secrets, books and records, pricing policies, and information which is not known or readily available to others from sources other than NIGP or the Client and is not in the public domain.

4.06 Return of Records. Upon the termination of this Agreement, Contractor shall deliver

to NIGP all records, reports, notes, and memoranda of any nature and all copies thereof relating to the business of NIGP or the scope of work as defined in Exhibit A that may be in the possession or under the control of Contractor.

4.07 Assignment of Rights. The undersigned is an independent contractor of NIGP. All original deliverables produced as a result of services performed under this Agreement shall be deemed to be works for hire and shall belong exclusively to NIGP. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Contractor hereby assigns to NIGP all right, title, and interest in all copyrightable or patentable writings, drawings, inventions, designs, computer programs or process of Contractor's original creation first produced or created by Contractor for NIGP as a result of, or related to, performance of work or services on NIGP's behalf.

4.08 Moral Rights. Moral rights are personal rights associated with authorship of a work under applicable law. They include the rights to approve modifications and to require authorship identifications. Contractor is obligated not to assert any moral rights in the deliverables.

Article 5 Termination

5.01 Termination for Convenience. NIGP may terminate this Agreement at its convenience and without any breach by Contractor upon fourteen (14) calendar day written notice to Contractor without liability to Contractor other than to pay amounts due.

5.02 Termination for Cause. NIGP may, by written notice of default to the Contractor, terminate this Agreement in whole or in part if the Contractor fails to:

- a. Perform the services within the time specified or any extension thereof;
- b. Make progress, so as to endanger performance of the Engagement; or
- c. Perform any other of its obligations under this Agreement.

NIGP's right to terminate this Agreement may be exercised if the Contractor does not cure such failure within ten (10) calendar days (or more if authorized in writing by the PMAP Program Manager) after receipt of the notice from NIGP specifying the failure.

5.03 Continuation of Specific Provisions. Any terms of this Agreement that by their nature extend beyond termination or expiration will survive in accordance with their terms. These include, but are not limited to Section 4.04 Non-Compete Agreement, Section 4.05 Non-Disclosure, Section 4.07 Assignment of Rights, Section 4.08 Moral Rights, and Article 6, General Provisions.

Article 6 General Provisions

6.01 Independent Contractor. Each party is an independent contractor. Neither party is, nor will claim to be, a legal representative, partner, franchisee, agent or employee of the other.

Neither party will assume or create obligations for the other. Each party is responsible for the direction and compensation of its employees. NIGP is not responsible for and shall not deduct any amount for withholding, unemployment, social security, or other taxes on behalf of Contractor, nor shall Contractor have any claim under this Agreement for sick leave, vacation pay, retirement benefits or employee benefits of any kind.

6.02 Indemnification. Contractor shall indemnify and hold NIGP harmless from and against any and all claims, demands, actions, liabilities and expenses, including court costs and attorneys' fees, arising out of or alleged to have arisen from Contractor's activities of performance under this Agreement. Regardless of the type of claim, neither party is liable to the other for indirect, incidental, special or consequential damages, including, but not limited to, lost profits or revenues, under any party of this Agreement

6.03 Notices. Any notices to be given hereunder by either party to the other shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of the agreement, but each party may change the address by written notice in accordance with this paragraph.

6.04 Partial Invalidity. If any provision or provisions of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.05 Waiver of Rights. The failure of any party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

6.06 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

6.07 Integration. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

6.08 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed any original, but all of which together shall constitute one and the same instrument.

6.09 Assignment. Contractor shall not assign, transfer, or subcontract all or any portion of this Agreement or any of its obligations hereunder without NIGP's express, prior written approval

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

Consultant

**National Institute of Governmental
Purchasing, Inc.**

By: _____

By: _____

Name: [Contractor Individual]

Name: Rick Grimm, CPPO, CPPB

Title: Chief Executive Officer

Exhibit A

<PMAP Program Manager to insert Proposal to Client.>

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (“Agreement”), dated [Subcontract Date], is entered into between the National Institute of Governmental Purchasing, Inc. (“NIGP”), a Wisconsin not-for-profit corporation, having a principal place of business at 151 Spring Street, Herndon, Virginia 20170, and [Contractor Business] (“Contractor”), an [State of Incorporation], having a principal place of business at [Contractor Street Address], [Contractor City], [Contractor State] [Contractor Zip Code].

WHEREAS, NIGP, through its Procurement Management Assistance Program (“PMAP”), has entered into a contractual agreement (“Prime Contract”), awarded [Prime Contract Date], with [Client Name], located at [Client Street Address], [Client City], [Client State] [Client Zip Code] for [Engagement Title] (“Engagement”); and

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1.02 List of Consultants. If Contractor is not a natural person, the services will be performed for the Contractor by the persons listed in Exhibit “B,” List of Consultants (“Consultants”), attached hereto. If any of the listed Consultants leave the employ of Contractor during the term of this Agreement for any reason or are unavailable to continue to furnish services as called for herein, and if substitute individuals acceptable to NIGP are not available to continue work within seven (7) days from such unavailability, NIGP shall have the right to terminate this Agreement.

Article 2 Term of Agreement

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Obligations of Contractor

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- b. Contractor's performance of the services called for by the Agreement does not and shall not violate: (1) any applicable law, rule, or regulation; (2) any contracts with third parties; or (3) any third-party right in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.
- c. All services will be performed by Contractor, or, if Contractor is not a natural person, then (1) all services will be performed by Consultants pursuant to Section 1.02; (2) Contractor has provided a copy of this Agreement to each Consultant, and each Consultant has agreed to the terms of this Agreement; (3) Contractor has the right and authority to direct Consultants to provide the Services to NIGP as required by this Agreement; (4) Consultants assigned to the Engagement shall meet the PMAP certification requirements; and (5) Consultants shall comply with applicable NIGP Board Policies currently in effect.

4.02 Conflicting Obligations. Contractor warrants that it is under no obligation or restriction, nor will Contractor assume any obligation or restriction that would in any way interfere, be inconsistent, or present a conflict of interest with the services and deliverables furnished by Contractor under this Agreement.

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4.06 Return of Records. Upon the termination of this Agreement, Contractor shall deliver to NIGP all records, reports, notes, and memoranda of any nature and all copies thereof relating to the business of NIGP or the scope of work as defined in Exhibit A that may be in the possession or under the control of Contractor.

4.07 Assignment of Rights. The undersigned is an independent contractor of NIGP. All original deliverables produced as a result of services performed under this Agreement shall be deemed to be works for hire and shall belong exclusively to NIGP. For good and valuable consideration, the sufficiency of which is hereby acknowledged, Contractor hereby assigns to NIGP all right, title, and interest in all copyrightable or patentable writings, drawings, inventions, designs, computer programs or process of Contractor's original creation first produced or created by Contractor for NIGP as a result of, or related to, performance of work or services on NIGP's behalf.

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6.02 Indemnification. Contractor shall indemnify and hold NIGP harmless from and against any and all claims, demands, actions, liabilities and expenses, including court costs and attorneys' fees, arising out of or alleged to have arisen from Contractor's activities of performance under this Agreement. Regardless of the type of claim, neither party is liable to the other for indirect, incidental, special or consequential damages, including, but not limited to, lost profits or revenues, under any party of this Agreement

6.03 Notices. Any notices to be given hereunder by either party to the other shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of the agreement, but each party may change the address by written notice in accordance with this paragraph.

6.04 Partial Invalidity. If any provision or provisions of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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6.06 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.

6.07 Integration. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the parties hereto.

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6.09 Assignment. Contractor shall not assign, transfer, or subcontract all or any portion of this Agreement or any of its obligations hereunder without NIGP's express, prior written approval

In Witness Whereof, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

[Contractor Business]

**National Institute of Governmental
Purchasing, Inc.**

By: _____

By: _____

Name: [Contractor Signature Name]

Name: Rick Grimm, CPPO, CPPB

Title: [Contractor Signature Title]

Title: Chief Executive Officer

Exhibit A

<PMAP Program Manager to insert Proposal to Client.>

Exhibit B

LIST OF CONSULTANTS

Contractor: [Contractor Business]

Engagement: [Engagement Title]

Subcontract Date: [Subcontract Date]

Consultant: [Consultant Name]

Billing Rate: [Hourly Rate]

Exhibit C

CONSULTANT CONFIRMATION AGREEMENT

Engagement: [Engagement Title]

Client: [Client Name]

Prime Contract Date: [Prime Contract Date]

I, [Consultant Name], represent and agree as follows:

I have been retained as an employee/independent contractor of [Contractor Business] (“Contractor”), which has entered into a Subcontract Agreement with the National Institute of Governmental Purchasing, Inc. (“NIGP”) dated as of [Subcontract Date] (“Agreement”). I have reviewed a copy of the Agreement; I understand the obligations that the Agreement imposes on Contractor and, as Contractor’s employee/independent contractor, on me as a prospective Consultant to NIGP; and I agree to comply and abide by all those obligations.

I hereby certify that I meet the qualification and certification requirements of the Procurement Management Assistance Program (PMAP) in accordance with applicable provisions of NIGP Board Policies.

I agree to comply with the NIGP Code of Ethics and applicable NIGP Board Policies.

I shall perform to the best of my abilities any and all work assigned by NIGP with respect to the Engagement.

I understand that NIGP entered into the Subcontractor Agreement in reliance on prospective Consultant’s execution of this Consultant Confirmation Agreement.

Consultant: _____

Name: [Consultant Name]

Date: _____