

[Date]

[Name]

[Address]

RE: [Program Name]

Dear [Name]

This letter sets forth the terms of an Agreement (“Agreement”) between you and The Fund for Philadelphia, (“FFP”), a Pennsylvania nonprofit corporation with its principal office at Room 708, City Hall Philadelphia PA 19107.

1. Services

You shall perform the services described in attached Scope of Services, which is a part of this Agreement. You shall perform the services to the satisfaction of FFP in the manner and within the time required by this Agreement and in compliance with all applicable federal, state, and local laws and regulations. You shall exercise the highest degree of competence and diligence applicable to providers in your field.

2. Term

The term of this Agreement shall begin on [Date] and end on [Date] (the “Term”), unless terminated sooner as provided in this Agreement. Unless otherwise provided in this Agreement or in writing signed by you and FFP, you shall begin to perform the services promptly on the first day of the Term and complete the services no later than the last day of the Term. Times set forth in this Agreement for performance of services and other acts are essential elements of your performance of the services. This Agreement may be terminated by you or FFP at any time upon thirty days’ prior written notice. Termination of this Agreement shall be without prejudice to any rights or claims which either of us may have against the other.

3. Fees

As compensation for services rendered, FFP shall pay you a fee of [Amount] per [Time Period] over the course of the Term. Payments are contingent on confirmation of duties performed and receipt of invoice satisfactory to FFP within 5 days of due date of payment. FFP’s obligation to pay the fee is conditioned upon the satisfactory performance of the services. Except as otherwise provided in the attached Scope of Services, FFP shall not reimburse you for any out-of-pocket expenses paid or incurred to perform your services under this Agreement.

4. No Assignment

You shall not assign or otherwise transfer any of your rights or obligations under this Agreement without the prior written consent of FFP.

5. Independent Contractor

5.1 Relationship

The relationship between you and FFP shall be that of independent parties contracting with each other solely for the purpose of this Agreement. This Agreement does not create a joint venture or partnership between you and FFP. You are an independent contractor and not an employee of FFP. You, your subcontractors, and the directors, officers, employees, agents, and representatives of you or your subcontractors: (i) are not, and shall not represent yourself or themselves to be, employees or agents of FFP; (ii) have no power to legally bind FFP to any third party; and (iii) are not entitled to receive or participate in any form of employee benefits provided by FFP to its employees, including without limitation health or other insurance coverage, retirement plan contributions, or paid leave, and you waive any right or entitlement to such benefits and shall indemnify FFP for any claims for such benefits. You shall control the means and methods used to perform services under this Agreement. If FFP consents to a subcontract of your services, which consent must be in writing, you shall be responsible for the performance of and pay for any subcontractors. You shall cause any subcontractors, employees, or agents to enter into an agreement with you for the benefit of FFP binding them to the same agreements you have made with respect to indemnification, confidentiality, and ownership of materials and intangible rights.

5.2 Taxes

You must deliver to FFP a signed and properly completed IRS Form W-9 to certify your federal employer identification number. You shall accurately complete and file all federal, state, and local forms required for tax purposes. You shall have sole responsibility for the proper reporting and payment of all federal, state, and local taxes due on payments made to you by FFP under this Agreement. You shall pay all employment taxes and worker's compensation, statutory disability insurance, and unemployment insurance applicable to you and your employees.

5.3 Staffing

You are responsible for hiring, assigning, firing, and setting terms of employment of your staff. However, you shall not permit any staff to perform any part of the services if FFP reasonably objects in writing.

5.4 Workplace Policies

When present on the premises of FFP, you shall comply, and you shall cause your subcontractors, employees, and agents to comply, with all applicable policies and procedures governing workplace conduct established by FFP in its sole discretion, including without limitation, such policies regarding sexual harassment, workplace health and safety and substance abuse. However, you acknowledge that such policies and procedures do not constitute legally enforceable contractual obligations on the part of FFP.

6. Property and Waiver of Subrogation

You agree that all of your property and the property of others in your possession, custody, or control and on the premises of FFP shall be at your own risk, and FFP shall not be liable to you for any loss to, theft of, or damage to any such property regardless of cause, nor for any loss of use thereof, unless such loss, theft, or damage arises out of the gross negligence or willful misconduct of FFP, its employees or representatives. You agree that you shall obtain and maintain such insurance on the property as you in your sole discretion deem is necessary to protect you from any such loss, theft, or damage. If such property is insured by you, you shall furnish FFP with a certificate of insurance as evidence that the insurance covering the property is in full force and you shall grant FFP a waiver of subrogation rights with respect thereto.

7. FFP's Name, Logos and Reputation

You acknowledge that FFP is seeking your services in furtherance of FFP's tax-exempt charitable purposes. You shall not do or permit to be done any act that might impair the goodwill of FFP, or its name, logos, or programs. You may not use the name or logos of FFP or any derivation of them without the prior written consent of FFP. If circumstances make the continuation of this Agreement such that it could injure the goodwill or reputation of FFP including, but not limited to, a product tampering scandal or criminal proceeding brought against you, FFP may terminate this Agreement immediately by giving you written notice.

8. Confidentiality

Information and materials to be provided by FFP to you are of a confidential nature. Except as otherwise required by law, you may not use or disclose FFP's confidential information and materials for any purpose other than the performance of your services pursuant to this Agreement without FFP's prior written consent.

This obligation shall survive the termination of this Agreement. You shall return FFP's materials to FFP promptly upon termination of this Agreement or earlier if requested by FFP.

9. Ownership of Materials and Intangible Rights

9.1 Materials

All materials developed by you pursuant to this Agreement belong to the Mayor's Office in Philadelphia PA (or its nominee), a program being funded by FFP and shall not be provided to others or used by you other than pursuant to this Agreement.

9.2 Copyright

All copyrightable works created by you pursuant to this Agreement ("Works"), whether alone or jointly with others, shall be deemed to be "works made for hire" as defined in U.S. copyright laws, and the Mayor's Office in Philadelphia PA (or its nominee) shall be the exclusive owner of copyrights in the Works. You irrevocably assign to the Mayor's Office in Philadelphia PA and its successors and assigns all of your right, title, and interest in and to copyrights in the Works, and in all renewals and extensions of the copyrights that may be secured under the laws now or hereafter in effect in the United States of America and in any other country or countries. You shall execute during the Term or at any time in the future any documents reasonably necessary to enable the Mayor's Office in Philadelphia PA or FFP or its nominee to protect any copyrights applicable to the Works. You also warrant and represent that, to the best of your knowledge, the Works do not violate, in whole or in part, any personal, contractual, or proprietary right of any third party, including any patent, copyright, trademark, trade dress, or trade secret right.

9.3 Intangible Rights

You agree that all other intangible rights applicable to or arising from your services pursuant to this Agreement, including without limitation, all patent, trademark, trade dress, and trade secret rights, shall be the sole property of FFP.

10. Entire Agreement

This Agreement contains our entire understanding and supersedes all prior agreements, whether oral or written, relating to its subject matter. This Agreement may be modified only in writing, signed by our authorized representatives. A waiver by either of us of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. All waivers must be in writing. All rights, remedies, and obligations contained in this

Fund for Philadelphia, Inc.- Standard Contract Terms

Agreement shall be cumulative and none of them shall limit any other right, remedy, indemnity, obligation or agreement of either of us. You and FFP may execute and deliver this Agreement in any number of counterparts. Each counterpart shall constitute an original instrument, but all separate counterparts shall constitute the same instrument. Facsimile signatures or other electronic signatures will be as effective as original signatures.

11. Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles and without the aid of any rule of law requiring construction against the draftsman. Any dispute relating to this Agreement shall be resolved in, and you and FFP consent to the exclusive jurisdiction of, federal or state courts located in the City of Philadelphia. You and FFP waive any claim or defense that such forums are not convenient or proper. You and FFP agree that service of process may be given by mailing a copy of any legal action by certified mail, postage prepaid, to the addresses specified in this Agreement or by any other method authorized by applicable law.

If you agree to, and intend to be legally bound by, the terms of this Agreement, please sign the enclosed copy of this Agreement where indicated and return the copy to me.

THE FUND FOR PHILADELPHIA, INC.

By: _____ Date: _____
Ed Fischer
President & Chief Executive Officer

AGREED to by Name: _____
Title: _____
Date of Execution: _____

EIN OR SS# _____
[Address]