**Service Provider Agreement**

**Date**

This Agreement is made and entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_ (“Rotary”) to become effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The purpose of this agreement is to define a relationship of \_\_\_\_\_\_\_\_\_\_\_\_\_ in their role as Consultant in agreement with Rotary.

1. Statement of Work

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to provide the services for Rotary as an independent consulting firm as outlined in the attached proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. Budget and Payment Schedule

The cost of performing the work described in the attached proposal is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Invoices will be sent \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ requests payment for services be issued no more than net \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ days, upon receipt of an invoice.

1. Agreement Amendments

Expansion of the scope of this contract beyond the timeline and effort outlined in the accepted proposal may be made only through mutual agreement by both parties, \_\_\_\_\_\_\_\_\_\_\_\_\_ and Rotary, as evidenced in writing.

1. Termination

This contract can be terminated by either party upon 15-day written notice. Rotary agrees to pay \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for any reasonable costs or services performed on behalf of this contract prior to the termination date.

1. Copyright

Data and reports produced under this contract will be the exclusive property of Rotary. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will not disseminate data or reports to anyone outside Rotary without the express permission of Rotary.

There will be joint copyright between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Rotary for all instruments, tools, and constructs created for the purpose of this contract. The tools and constructs may be used by each party without seeking permission.

1. Confidentiality

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees not to disclose any information about this contract to anyone not associated with this contract without express permission from Rotary. Confidentiality includes non-disclosure of information observed directly or viewed from data collection instruments.

1. Hard Copies of Data

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to retain any hard copies of data for up to three months after the end of the contract. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ agrees to retain electronic versions of data created through this contract for up to three years.

As authorized representatives of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Rotary, the signatures below indicate agreement with the aforementioned provisions.

Rotary Authorized Agent:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Agent:

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_