

Grant Administration Services Letter of Agreement

This Agreement is made and entered into the ____ day of _____, 20____, by and between _____ (the "Organization") and Harriet C. Callier ("Callier"), Independent Agent on the following terms and conditions:

Term: This Agreement and Callier's performance hereunder will be for a period of six months commencing _____ and terminating _____, (notwithstanding applicable mid-Award and final Reports) and is automatically renewable every thirty days thereafter.

Duties of Callier: Callier will provide _____ research and _____ prepare grant proposals and applications of available grants on the ORGANIZATION'S behalf in pursuit of funds from local, state, federal or private funding sources. Callier will identify funding sources and obtain the ORGANIZATION'S written permission prior to the pursuit of any funds from the available sources on behalf of the ORGANIZATION with initial and subsequent grant proposal or applications.

Duties of the ORGANIZATION: The ORGANIZATION reserves the right to accept or reject any funding sources Callier pursues on its behalf. For those funding sources that it approves, the ORGANIZATION must provide the following to Callier in connection with Callier's performance of services:

- Accessibility and availability, as deemed necessary by an authorized officer of the ORGANIZATION, to business and financial information as necessary for grant writing purposes to assist Callier in connection with their performance of their services hereunder.
- Qualified and competent personnel to assist with providing the ORGANIZATION'S information as necessary for the performance of services.
- Printing of all material produced by Callier in connection with the performance of services to the ORGANIZATION.

Consideration: As outlined in *Addendum A – Consideration*.

Independent Consultant: The parties understand and agree that Callier will at all times be considered an independent consultant, rather than a co-venture, agent, employee or officer of the ORGANIZATION, and that Callier will not hold herself or said services out to the public as a co-venture, agent, employee, or officer of the ORGANIZATION. Callier will develop her business by whatever means and methods that she deems necessary and at her own discretion. Callier will be free to devote to her business such portion of her time, energy, effort and skills as she sees fit without interference from the ORGANIZATION except where otherwise referenced in this Agreement. Callier's work schedule will be determined solely by Callier, except whereas the ORGANIZATION requests limited accessibility during its operating hours. In conducting business, Callier:

- Will not be subjected to control or supervision by the ORGANIZATION,
- Will work on an irregular basis,
- Will work at such times as elected, and
- Will work at such locations as elected.

The ORGANIZATION acknowledges and agrees that Callier may engage, directly or indirectly, in any business that Callier may determine, and is not required to devote all energies and attention exclusively for the benefit of the ORGANIZATION. Since Callier will fulfill responsibilities independent of, and without supervisory control by the ORGANIZATION, Callier will not be subject to the provisions of any rules applicable to employees of the ORGANIZATION.

Nothing contained in this Agreement will be regarded by creating any relationship between the parties other than independent consultant relationship set forth herein. Callier hereby agrees not to claim or assert, or to support third party assertion of the existence of, an employer/employee or joint venture relationship between Callier and the ORGANIZATION. As an independent, Callier, understands, agrees, and acknowledges that they are responsible to secure, at their own cost and/or expense, worker's compensation and any other insurance as may be appropriate or required by law.

Callier will have no authority (I) to bind the ORGANIZATION in any manner for any purpose or (ii) to assume or create any obligation of any kind, expressed or implied, on behalf of the ORGANIZATION.

The ORGANIZATION will not be responsible to pay for any benefits for Callier, including but not limited to health insurance, paid vacations, paid holidays, paid sick leave or disability insurance coverage of whatever nature.

The parties agree that the payments from the ORGANIZATION to Callier (I) constitute ordinary income to Callier, (II) are deductible from the federal gross income of the ORGANIZATION as an ordinary and necessary business expense under Section 162 of the Internal Revenue Code of 1986, as amended, and (III) do not constitute wages for purposes of the Federal Income Contributions Act (FICA) but constitute earnings from self-employment for purposes of FICA. Callier hereby acknowledges that, as an independent consultant (non-employee), is responsible for the payment of federal income taxes and self-employment taxes together with any and all corresponding state, local, and county taxes. Callier hereby waives and releases any claims against the ORGANIZATION now or in the future respecting such taxes or in the failure of the ORGANIZATION to withhold, pay or contribute to such taxes on behalf of Callier. Such waiver and release are material consideration for this Agreement. The parties agree to file tax returns and pay taxes consistent with such intentions, to resist (and cooperate with each other in resisting) any assertion to the contrary by any government agencies, and to indemnify each other from and against any loss or expense by reason of breach of such agreement. Such agreement and obligations will survive termination or expiration of this Agreement.

Confidentiality of the ORGANIZATION'S Information: Callier acknowledges being advised that certain data, materials and information may be disclosed to them hereunder by the ORGANIZATION. Callier agrees to protect the confidentiality of the aforementioned information and to not disclose it or discuss it with other parties without the prior consent of the ORGANIZATION; provided, however, that:

- In the event Callier receives an administrative or judicial order/process requesting the release of the aforementioned information, Callier will provide notice to the ORGANIZATION of such receipt, and Callier will thereafter be entitled to comply with subpoena or other process to the extent permitted by law.
- Callier will not be liable for disclosures of the aforementioned information if such disclosures occur despite Callier exercise of the same degree of care as used to protect her own like information.
- Callier may use or disclose information (including, but not limited to, ideas, concepts, know how, techniques, and methodologies) (I) previously known, (II) independently developed, (III) acquired from a third party which is not, to their knowledge, under an obligation to the ORGANIZATION not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Agreement.

Ownership of Documents and Materials: All original final plans and reports and other formal original documents prepared or developed by Callier pursuant to this Agreement (the "Deliverables") will, upon the ORGANIZATION tendering of all amounts payable hereunder, become the exclusive property of the ORGANIZATION. Callier will; however, be entitled to retain work papers and any other materials developed hereunder that are not defined herein as Deliverables. Except as provided below, use of the Deliverables, other than related to the performance by Callier of specific services hereunder, without the prior consent of the ORGANIZATION is prohibited. This Agreement will not, however, preclude Callier from developing other original documents which are based upon ideas, concepts, know how, and techniques related to the scope of Callier services and used in the course of providing services to the ORGANIZATION (provided they contain no specific identifiable elements unique to the ORGANIZATION or its operations) irrespective of their similarity to the Deliverables which may be delivered to the ORGANIZATION pursuant to this Agreement.

Termination: Either party hereto may terminate this Agreement by providing the other with at least thirty days prior written notice of termination. Written notice will be provided to the following address for each party.

CALLIER: _____

ORGANIZATION: _____

Successors and Assignees: This Agreement and all its terms, covenants and conditions will be binding on, insure to the benefit of and be enforceable by the parties hereto and their respective successors and assignees.

Governing Law: This Agreement will be construed in accordance with and governed by Wisconsin State Law, and suit, if any, must be brought in the State of Wisconsin.

Waivers and Amendments: This Agreement may be amended, superseded, canceled, renewed or extended, and its terms or covenants may be waived, only by a written instrument executed by the parties hereto, in the case of a waiver, executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof will in no manner affect its right at a later time to enforce the same. No waiver by any party or the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one more instances, will be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any similar or dissimilar term or covenant contained herein, at the same or any prior or subsequent time. The parties reserve the right, by mutual written consent, to amend, modify, supersede, and cancel this Agreement, or to waive the terms or conditions hereof, without the consent of any other person (natural or otherwise) not a party to this Agreement.

Entire Agreement: This Agreement sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Invalidity: The invalidity or lack of enforceability of any provision of this Agreement will not effect the validity and continuing effectiveness of any remaining provisions.

Headings: The headings contained in this Agreement are for reference purposes only and will not affect the meaning or interpretation of this Agreement.

IN WITNESSES WHEREOF, the Callier and the ORGANIZATION have executed this Agreement for services as identified by their signatures below.

Signature	Date
Name Printed:	_____
Organization Name	_____
and Address:	_____

Harriet C. Callier, Independent Consultant	Date
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Grant Administration Services - Letter of Agreement
ADDENDUM A - CONSIDERATION

This Agreement Addendum is made and entered into the ____ day of _____, 20____, by and between _____ (the “Organization”) and Harriet C. Callier (“Callier”), Independent Agent. As compensation for Callier’s agreement to provide services, the ORGANIZATION will pay Callier on a _____ Basis.

Contingency Basis	Hourly Basis
<ul style="list-style-type: none"> – RESEARCH FEE: The amount of _____% for research payable by the tenth of the month following original grant/funding or subsequent Award period submissions. Callier will submit to the ORGANIZATION a detailed invoice along with the deliverable, payable by the tenth of the following month. – FUNDING DOCUMENT PREPARATION: Not applicable. – STAND FEE; MID-AWARD and FINAL REPORTING; GRANTS MANAGEMENT FEE; and LICENSING and BONDING FEE: As identified below. 	<ul style="list-style-type: none"> – RESEARCH FEE: The amount of _____% for research payable by the tenth of the month following original grant/funding or subsequent Award period submissions. Callier will submit to the ORGANIZATION a detailed invoice along with the deliverable, payable by the tenth of the following month. – FUNDING DOCUMENT PREPARATION: The hourly rate of \$_____ for development/preparation of funding documents. CALLIER shall provide a minimum of _____ hours weekly; CALLIER must obtain prior written permission for hours that exceed an additional three hours weekly. CALLIER to provide ORGANIZATION WITH bi-weekly with an account of hours worked. Payment is to be made through the following secure funding source: <ul style="list-style-type: none"> ○ Lump Sum: A lump sum payment in advance of the start of work. Payment due for hours worked deducted as completed. ORGANIZATION must maintain a minimum balance of \$100. ○ O’Desk Corporation: Bi-weekly payments for hours worked submitted through O’Desk Corporation, 4200 Bohannon Drive, Suite 100, Menlo Park, CA 94025. ORGANIZATION must obtain and maintain an account status of Payment Method Verified prior to the start of each project/activity. ORGANIZATION assumes responsibility for all O’Desk fees in addition to salary due to CALLIER. – STAND FEE; MID-AWARD and FINAL REPORTING; GRANTS MANAGEMENT FEE; and LICENSING and BONDING FEE: As identified below.
<ul style="list-style-type: none"> – STANDARD FEE: CALLIER will provide ORGANIZATION with a Project Initiation Report upon securing funding. The Project Initiation Report serves to identify select criteria deemed necessary to operate under the identified funding guidelines. The amount of _____% as a standard fee in consideration of development of said Report. Callier will submit to the ORGANIZATION a detailed invoice along with the deliverable, payable by the tenth of the following month. – MID-AWARD and FINAL REPORTING: The amount of 1.25% for each mid-Award Reporting and/or Final Report as required by the funder, payable on Report’s scheduled due date. ORGANIZATION will notify Callier in sufficient time and provide sufficient assistance to prepare and/or submit Reports per funder’s Schedule. As such the Terms and conditions of this Agreement will continue to include the time frames necessary to complete and submit any mid-Award Reports and/or Final Reports as requested by the ORGANIZATION. – GRANTS MANAGEMENT FEE: Unless explicitly prohibited by RFP narrative Callier is allowed to include a “Grants Management Fee” of _____% of the total budget as a line item into the budget of each grant that Callier prepares for the ORGANIZATION. The “Grants Management Fee” will not exceed 5% of the total grant budget. Callier will be paid the “Grants Management Fee” only if the grant is awarded with the approval of the Grants Management Fee line item in the budget. Payment will be in accordance with whatever portion of the Grants Management Fee (up to 100%) is approved by the funder for said Grant. – LICENSING and BONDING FEE: Fees for Licensing and Bonding as required by the Wisconsin Department of Regulations and Licensing in carrying out the duties of this Agreement. 	