

[XYX letterhead]

[form of interim search agreement]

[date]

[client]

[address]

[city/state/zip]

Attention: [name, title]

Dear [Mr./Ms.][name]:

Thank you for deciding to retain [_____] ("XYZ"), a nonprofit focused on [_____], for interim search services. This letter ("Agreement") describes our understandings about those services and our working relationship. XYZ maintains a pool of interim executives specifically trained and experienced in the art of interim executive leadership. This Agreement refers to your organization as "you" or "[Client]" and to XYZ as "we" or "XYZ."

1. Interim Search Services

1.1 Scope

We will perform interim search services ("Services") for you as described in the Statement of Work ("SOW") attached as Exhibit A.

[1.2 Communication

We will communicate with you as frequently as necessary to ensure the search remains on track and is meeting your expectations. Should you have not hired a candidate within [three] months of the date of this Agreement, we will schedule a meeting with you to review the specifications for the position, search approach, and organizational context.]

1.3 Cooperation

You acknowledge that the efficiency and duration of an interim search engagement depends in large part on the quality of the information you provide and the availability of stakeholders for interviews, discussion, and decision-making. To that end, you will cooperate with XYZ in the performance by us of Services, including, without limitation, (i) providing us with timely access to organizational information and personnel, and ensuring the accuracy and completeness of the information you provide to us; (ii) establishing and maintaining the timeline by scheduling and keeping interview and meeting appointments; (iii) advising XYZ of any issues or information that could affect the success of the position; and (iv) maintaining confidentiality of candidate names and other information and of XYZ's search processes.

1.4 Compensation

Payment for the Services and reimbursements for expenses will be due as set forth in the SOW. Unless otherwise provided in the SOW, invoices will be due within 30 days of receipt. [Interest of 1% per month will be due on any late payment from the due date until the amount is paid.][We reserve the right to suspend the Services until your account balance is current.]

[1.5 Hiring a Candidate for a Different Position

If, during the search or during the one-year period following its completion or termination, you hire as an employee any candidate we present to you for any permanent position, you will pay us a fee equal to [__%] of the first year's compensation for the person in the new position. You

agree to notify us upon any such hiring of the candidate and of the related compensation amount. Your payment will be due within 30 days of receipt of invoice from us.]

2. Confidentiality and Work Product

2.1 Confidential Information

We will use your Confidential Information (defined below) only in connection with our activities under this Agreement and will keep it confidential, using at least the same degree of care we use to prevent the unauthorized use or disclosure of our own confidential information. We may disclose Confidential Information only to potential candidates or other persons who need access to the information for the purposes contemplated by this Agreement, or as otherwise required by law. All Confidential Information furnished by you is and shall remain your property. "Confidential Information" means all information furnished to XYZ by you that is expressly marked or otherwise designated by you as "Confidential." It does not include information that is generally available to the public, information already known by us before entering into this Agreement, or information we independently develop. You consent to Confidential Information being provided to candidates for the position.

2.2 Work Product

XYZ in performing Services may furnish you with reports, plans, or other written materials specifically prepared for you (the "Work Product"). Subject to the terms of this Agreement, you will own all such tangible Work Product. You acknowledge that we own and retain all right, title, and interest in and to any and all proprietary know-how and methodologies we use in creating the Work Product or in otherwise providing Services.

3. Relationship

3.1 Independent Contractor

XYZ is an independent contractor and is solely responsible for performing all of the Services. We will provide our own equipment and materials. We have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with our performance of the Services and receipt of fees under this Agreement. We understand that you will not withhold income, social security, or obtain workers' compensation insurance on our behalf. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither you nor we have the power or authority to bind or obligate the other to a third party or commitment in any manner.

3.2 Acknowledgement of XYZ's Multiple Clients

XYZ serves multiple clients. You acknowledge the possibility and agree that we may have served, may currently be serving, or may in the future serve other organizations whose interests may be adverse to yours, including parties with whom you (i) compete for funding or other revenue sources and (ii) have a current or potential programming or commercial relationship. We of course will respect our confidentiality obligations to you in carrying out those assignments.

3.3 Publicity

You agree that, subject to Section 2 of this Agreement, we may in our discretion identify you as a client in internal and external communications, including on our website and in our outreach materials.

4. Termination

4.1 Cancelling the Search

You may cancel the search and this Agreement at any time for any reason by giving 30 days written notice to us. In addition, you and we may each terminate this Agreement upon a

material breach by the other; such a termination will be effective 5 days after giving written notice to the other party.

4.2 Effect of Termination

Termination of the Agreement will have these consequences: (i) we will terminate search activities and so advise potential candidates as appropriate and (ii) upon your written request, we will return to you or destroy all copies of written Confidential Information furnished to us. Prior payments of fees to XYZ are not refundable under any circumstance. We will invoice you for expenses not yet reimbursed, and you will pay us within 30 days after receipt of invoice. Sections 1.5, 2, 3.3, 4.2, and 5 will survive any termination of this Agreement.

5. General Provisions

5.1 Entire Agreement; Amendment

This Agreement represents the final and exclusive agreement between you and us regarding our provision of Services to you. This Agreement may be changed only as described in a written document signed by you and us which refers specifically to this Agreement and says that it is changing this Agreement.

5.2 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

* * * * *

Please confirm that this letter correctly and completely describes our agreement by signing where indicated below and returning the signed letter to us.

We very much look forward to working with you.

Very truly yours,

[XYZ]

By: _____
[name and title]

Confirmed, accepted and agreed as of _____, 20_:

[client]

By: _____
[name and title]

Exhibit A Statement of Work

Client data and contact person

Client name	
Client address	
Client telephone	
Client contact person	Name: Title: E-mail: Telephone:

XYZ data and contact person

XYZ address	
XYZ contact person	Name: Title: E-mail: Telephone:
XYZ EIN number	

Interim Search Services

Position to be Filled	
Services	Our services will include: <ul style="list-style-type: none"> • Identifying, interviewing, and screening the appropriate interims from our pool for your unique interim position • Presenting three candidates and conducting interviews with the Board committee • Providing reference and background checks if requested • Working with the interim and Board to identify objectives and timelines • Following up with the interim and the Board to assess progress and support the process during the engagement

Compensation and Payment

Basis	The fee for the Services is [\$_____], payable on _____.
Expense reimbursement	[You will reimburse us, at our cost, for meals during interview days, advertising expenses, report and material production, communication costs (postage, express mail, etc.), mileage, background check services, and purchase of materials relevant to the search. There is no charge for phone expenses (local or long distance). Ancillary expenses such as facility rental charges and catering are your responsibility. Meetings may be held at XYZ at no charge.]

Invoicing	We will invoice you monthly for our reimbursable expenses.
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Other terms (if applicable)

[topic]	[state other terms]
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