

# Services Agreement

## Background

[\_\_\_\_\_] (“Client”) is a nonprofit corporation whose mission is to [\_\_\_\_\_].

[program description]

## Program Plan

\_\_\_\_\_ (“District”) wishes to retain Client to provide its sexual health education program(s) (“Program”) at District school site(s) on the basis set out below.

### District Information

District name			
Contact person and title			
Phone number		Fax number	
E-mail address			
Mailing address			

### Client Information

Contact person and title			
Phone number		Fax number	
E-mail address			
Mailing address			

### Timeframe for Program Delivery

Timeframe	_____, 20__ through _____, 20__
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### Program Information

Program (select one or both)		
School site(s)	[insert name(s) of school(s), “all schools in District,” etc.]	[insert name(s) of school(s), “all schools in District,” etc.]
Grade(s) of students		
Program session dates and class periods		
Expected # of hours/week	[8-10 hours/week]	[5 hours/week]

*Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at [nonprofitdocuments.law.stanford.edu](http://nonprofitdocuments.law.stanford.edu). Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.*

Expected # of students	[approximately ____ students]	[approximately ____ students]
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**District Responsibilities**

Program	
Compliance and Reporting	
Data	

**Client Responsibilities**

Program	
Classroom Conduct	
Compliance and Reporting	

**Fee [and Expenses]**

<b>Fee</b>	District will pay Client a fee of \$ _____.
<b>[Expenses]</b>	[District will reimburse Client for: (list relevant expenses, if any)]
<b>Payment timing</b>	<p>District will pay Client the fee as follows: [state payment schedule]</p> <p>[District will reimburse Client for expenses within thirty (30) days after receipt of Client's invoice for such expenses.]</p> <p>[If District cancels the Program, District will pay Client for in-progress and completed work not yet paid for, as provided in Section 6.1 of the Terms and Conditions, and reimburse Client for expenses stated above.]</p>

**Other Terms**

<b>[Topic]</b>	[terms]
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This Services Agreement (“Agreement”), which consists of this form (“Program Plan”) and the attached Terms and Conditions, creates a legal contract between District and Client. District and Client signed this Agreement as of \_\_\_\_\_, 20\_\_.

**[District Name]**

**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# Terms and Conditions

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## 1. Basic Agreement

### 1.1 Responsibilities

Client and District will each carry out its respective responsibilities as described in the Program Plan.

### 1.2 Fee

District will pay Client the fee in the amount(s) and on the date(s) as described in the Program Plan.

### 1.3 Expenses

Except for expenses to be reimbursed as provided in the Program Plan, Client and District are responsible for their own expenses in carrying out their activities under this Agreement.

## 2. Materials

### 2.1 Materials

During the Program, Client will provide District and its students with curricula, lesson plans, reference documents, worksheets, parent communication templates, brochures, posters, forms, and other materials (collectively, "Materials").

### 2.2 Ownership of Materials

Client owns and retains all copyrights and all other rights, title, and interest in the Materials and any other proprietary know-how or methodologies used or shared by Client in carrying out the Program. District acknowledges that the Materials are proprietary to Client, and that no Materials will be deemed a work for hire.

### 2.3 License Grant for Program Use

Client grants District a limited, non-transferable, non-exclusive license to use, copy, and distribute the Materials solely in connection with Program activities. For clarity, District will not (a) independently present the Materials during a lesson, professional development meeting, or workshop, or in any similar teaching or training environment without Client's prior written consent; (b) provide the Materials to any third party other than teachers and students in the Program; or (c) use the Materials for commercial purposes, make any derivative works of, or otherwise modify the Materials except as permitted under the Program Plan.

## 3. Compliance

### 3.1 Compliance with Law

Client and District will comply with applicable law, including, but not limited to, laws relating to student data collection, security, use, disclosure, and privacy. Heath Connected will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

### 3.2 Licenses and Permits

Client will obtain and keep in force all licenses, permits, and certificates necessary for Program activities under this Agreement.

## 4. Data, Communication, and Confidentiality

### 4.1 Data Collection

Client collects, analyzes, and disseminates data about its work in order to evaluate the effectiveness of its programs. District will cooperate with Client and any consultants or others engaged by Client in connection with the evaluation of its programs' design, execution, and outcomes. Client may publish the results of such evaluations but will not identify District without first obtaining District's written consent.

### 4.2 External Communication

Client may, subject to Section 4.3 of this Agreement, identify District as a client or "school partner" in internal and external communications, including, but not limited to, on Client's website and in Client's outreach materials. Subject to Section 4.3, Client [and District] may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 4.1.

### 4.3 Confidentiality

In working together, Client and District may share sensitive information with one another, including, but not limited to, information about students in the Program. Neither Client nor District will disclose to any third party any Confidential Information (defined below) or proprietary information for any purpose other than as needed to implement the Program, without the prior written consent of the other party. "Confidential Information" means any and all non-public information regarding Client or District. Confidential Information does not include information generally available to the public, information already known by the receiving party before entering into this Agreement, or information independently developed.

## 5. Insurance and Indemnification

### 5.1 Insurance

Client is responsible for its own insurance and will maintain appropriate coverage for its Program activities under this Agreement.

### 5.2 Indemnification

Client and District will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Client nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

### 5.3 Limitation of Liability

Nether Client nor District will be liable to the other for any special, indirect, incidental, consequential, punitive, or

exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

**6. Termination**

**6.1 Termination on Notice**

Either Client or District may terminate this Agreement by providing written notice of that decision to the other. Such a termination will be effective sixty (60) days after delivery of the notice. [If District terminates the Agreement under this Section 6.1, District will pay Client for work then in progress as invoiced by Client, and any previous work completed by Client prior to the termination date for which payment is still outstanding. District will pay such amounts within thirty (30) days of receipt of invoice from Client.]

**6.2 Termination for Breach**

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within fifteen (15) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

**6.3 Return of Property; Survival of Provisions**

Following the expiration or termination of this Agreement and upon Client's request, District will promptly return to Client any Materials in its possession, and if applicable, Client and District will each promptly return all Confidential Information to the other party. The provisions of Sections 2.2, 4.1, 4.3, 5.2, 5.3, 6.3, and 7 will remain effective after expiration or termination.

**7. General Provisions**

**7.1 Resolving Disputes**

If a dispute arises between Client and District relating to this Agreement, the principal contact persons as set out in the Program Plan, or other representatives of each party as agreed at the time, will meet to discuss the dispute and will make good faith efforts to resolve the dispute through discussion.

**7.2 Entire Agreement; Amendment**

This Agreement describes Client and District's entire agreement and supersedes all prior or contemporaneous communications between Client and District. This Agreement may be amended only as stated in a writing signed by both Client and District stating that it is an amendment to this Agreement.

**7.3 Severability; Waiver**

If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

**7.4 Assignment; Subcontracts**

Client may not assign its rights or delegate its responsibilities under this Agreement to anyone else without the prior written consent of District, except that Client may (a) assign all of its rights under this Agreement without District's prior written consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law; and (b) enter into subcontracts and independent contractor agreements to carry out its responsibilities under this Agreement without District's prior written consent.

**7.5 Independence**

Client and District are and will remain independent contracting parties. Client will have sole responsibility for the planning, management, and implementation of its Program responsibilities, and the arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, or similar relationship for any purpose. Neither Client nor District has the power or authority to bind or obligate the other to a third party or commitment in any manner.

**7.6 Third-Party Beneficiaries**

Except as specifically provided in Section 5.2, this Agreement is for the exclusive benefit of Client and District, and not for the benefit of any third party including, but not limited to, any employee, affiliate, student, or vendor of either party.

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