

MASTER SERVICES AGREEMENT

SA-TEMPLATE-00

Instructions:

Sections in BLACK cannot be changed without consulting the Compliance Department first.

Sections in RED should be modified or removed as need.

THIS MASTER SERVICE AGREEMENT TEMPLATE CAN ONLY BE USED WITH UNRESTRICTED FUNDS

This Master Services Agreement (this “Agreement”) is made by and between the San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“Workforce Partnership”), and [NAME OF VENDOR], a [TYPE OF CORPORATION] (“Contractor”), as of the Effective Date (as defined below). Workforce Partnership and Contractor may be referred to in this Agreement jointly as the Parties or each individually as a Party.

RECITALS

- A. Workforce Partnership is a Section 501(c)(3) tax-exempt California nonprofit public benefit corporation with the mission to empower job seekers to meet the current and future workforce needs of employers in San Diego County, and works to equip job seekers to increase their economic mobility, help businesses grow, rebuild, and thrive equitably, and prepare individuals for the world of work;
- B. Contractor is [INSERT TYPE OF ENTITY AND SERVICES THEY PROVIDE];
- C. Through this Agreement, Workforce Partnership and Contractor desire to enter into a collaborative relationship through which Contractor would serve as an ongoing resource for [SERVICES PROVIDED] and support for Workforce Partnership as the Parties from time to time agree; and

AGREEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual promises and obligations of the Parties as herein expressed, the sufficiency of which is hereby mutually acknowledged, Workforce Partnership and Contractor hereby agree as follows:

1. TERM

The term of this Agreement is for approximately four (4) years, beginning on either [DATE] or the date on which this Agreement has been fully executed by all Parties hereto, whichever occurs later (the “Effective Date”) and ending [DATE] (the “Termination Date”), unless this Agreement is otherwise terminated earlier or extended as provided herein. The Parties may extend the Term of this Agreement by express mutual consent. The period between the Effective Date and the Termination Date, including any extensions thereto, is referred to as the “Term.”

2. CONTRACTOR SERVICES

- 2.1. This Agreement shall serve as a master agreement between the Parties. This Agreement sets forth the basic terms that shall apply to the performance of services by Contractor during the Term of this Agreement. Specific terms that shall apply to a particular project ("Project") and the performance of particular services as they may be mutually agreed upon by the Parties within the scope of each Project ("Services") shall be set forth in a separate Statement of Work entered into by the Parties and appearing substantially in the form of attached hereto as Exhibit A and incorporated herein by reference (the "SOW"). Each such SOW shall reference this Agreement and shall be governed by the terms and conditions herein. In the event of a conflict between a SOW and this Agreement, the terms and conditions of this Agreement shall control, unless the SOW expressly states that the terms and conditions of the SOW shall control. Specific terms in one SOW shall not affect any other SOW under this Agreement without explicit agreement of the Parties.
- 2.2. Contractor enters into this Agreement as an independent contractor and shall remain an independent contractor throughout the Term. Contractor may subcontract with other entities or persons to support Contractor's provision of the Services under this Agreement. Contractor agrees that neither Contractor nor Contractor's employees, subcontractors, or other persons hired or otherwise engaged by Contractor to perform the Services under this Agreement (each a "Contractor Party" and collectively "Contractor Parties") are or will be an employee, partner, agent, or principal of Workforce Partnership at any time during the Term. Contractor, at Contractor's own expense, is responsible for providing to Contractor Parties disability, unemployment, worker's compensation, and other insurance, training, permits, licenses, and all other employment related insurance, benefits, or programs desired by Contractor or required by law. Contractor agrees that neither Contractor nor any Contractor Party will be entitled to the rights or benefits afforded to employees of Workforce Partnership including, without limitation, Workforce Partnership provided disability or unemployment insurance, worker's compensation, medical insurance, retirement plans, sick leave, or any other Workforce Partnership employment benefit. This Agreement shall not be construed as constituting either Party as partner, joint venturer or fiduciary of the other Party or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party.
- 2.3. Contractor is responsible for paying, when due, all income taxes, including estimated taxes, incurred as a result of the compensation paid by Workforce Partnership to Contractor under this Agreement. Contractor shall provide Workforce Partnership proof of timely payment of such taxes upon request from Workforce Partnership. Contractor agrees to indemnify, defend and hold harmless Workforce Partnership and Workforce Partnership Parties (defined below) forever against and from any and all claims, costs, losses, fees, penalties, interest, or damages (including attorneys' fees reasonably incurred) suffered by Contractor's failure to comply with this provision.
- 2.4. Contractor will determine the method, details, and means of performing all Services rendered under this Agreement. Contractor may, at Contractor's own expense, use any of its own employees or other Contractor Parties, as Contractor deems necessary from time to time, to perform the Services under this Agreement. Workforce Partnership may not control, direct, or

supervise Contractor's employees or other Contractor Parties in the performance of those Services.

- 2.5. Except as expressly agreed to herein, neither Party shall have any obligation to provide services, reimbursement, or compensation of any nature whatsoever to the other.

3. COMPENSATION

- 3.1. Contingent upon reasonably satisfactory completion of the deliverables ("Deliverables"), as more fully described in each corresponding SOW, and in consideration for the Services actually performed by Contractor in relation to each such Deliverable, Workforce Partnership agrees to pay Contractor for Services rendered. Payments shall be made by Workforce Partnership to Contractor in accordance with Section 3.2, below, and shall constitute full and complete compensation for Contractor's Services pursuant to this Agreement and pursuant to the terms of any corresponding SOW.
- 3.2. Following the submittal to Workforce Partnership of each Deliverable, Contractor shall submit to **SDWPFinance@workforce.org** an electronic, complete and correct invoice for Services performed in relation to that Deliverable. In the event the electronic invoicing is not possible, Contractor may submit such invoices in hardcopy form via mail to the following: **ATTN: Accounts Payable, San Diego Workforce Partnership, 9246 Lightwave Ave, Suite 210, San Diego, CA 92123.**

Invoice Information

Invoices must contain the following information:

1. Master Services Agreement number and SOW number: **[SA-01]; [SOW-01];**
2. Name of Deliverable (e.g., Participant Survey, Reporting, etc.);
3. The amount billed for the Services performed in relation to that Deliverable; and
4. Copy of Deliverable as outlined above (e.g., report, survey, flyer, etc.).

Thereafter, and subject to the prior approval by Workforce Partnership of the named Deliverable and corresponding invoice, which such approval shall not be unreasonably withheld, Workforce Partnership shall make payment to Contractor for the invoiced Deliverable within thirty (30) business days following the date of the relevant invoice. Payment to Contractor shall be made in arrears for Services actually provided and shall be limited in lifetime total to the aggregate dollar amount of all invoices actually submitted by Contractor to Workforce Partnership under this Agreement.

- 3.3. Contractor shall be responsible for all expenses incurred in performing Services under this Agreement including, without limitation, costs and expenses (1) for local transportation, including parking, while performing Services for the benefit of Workforce Partnership; and (2) to maintain a cellular telephone to facilitate communication with Workforce Partnership.
- 3.4. Receipt of compensation for Services under this Agreement is subject to auditing and monitoring by federal, state, local government or private grantors to Workforce Partnership and is further subject to compliance with Workforce Partnership policy. It is Contractor's responsibility to obtain and comply with any such policy requirements, except that Workforce Partnership shall provide

Contractor with all applicable policies in effect on the Effective Date, and any modifications that may be made thereto, from time to time.

4. PROVISIONS RELATED TO CONTRACTOR

- 4.1. Contractor shall work a sufficient number of hours per week to ensure that the Services are completed by Contractor and Deliverables are received by Workforce Partnership within the Term of this Agreement and within the mutually agreed upon timeline for any relevant Project ("Project Timeline"), as more fully described in any corresponding SOW. Subject to this Section 4.1, Contractor may perform the Services under this Agreement at any suitable time and location as Contractor so chooses.
- 4.2. Contractor may represent, perform services for, and contract with as many additional clients, persons, customers, or companies as Contractor, in Contractor's sole discretion, sees fit.
- 4.3. Contractor agrees to provide worker's compensation insurance for Contractor and all Contractor Parties, to the extent required by applicable law.
- 4.4. Contractor, at Contractor's sole cost and expense, shall obtain and maintain in effect during the Term of the Agreement, insurance as follows:
 - 4.4.1 A commercial general liability insurance policy, naming San Diego Workforce Partnership as additional insured, protecting against any and all claims for injury to persons or property, protecting against assumed or contractual liability under this Agreement, and covering negligent acts and omissions of Contractor and Contractor Parties, with such policy to be in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, and with an aggregate limit of at least Two Million Dollars (\$2,000,000.00). Contractor shall provide Workforce Partnership a certificate evidencing such insurance.
 - 4.4.2 If legal and/or accounting services are provided through this agreement, a Professional liability coverage with limits of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, covering the risk of errors and omissions, negligent acts and costs of claims/litigation, including investigation and court costs. If the coverage is written on a "claims made" form, Contractor must ensure that the policy retroactive date is before the date the Agreement is effective, that coverage is maintained during the duration of performance of the Agreement or the Term of the Agreement (whichever is longer) and the policy has a reporting period or run-off provision of at least three (3) years following completion or termination of the performance of professional services under this Agreement. Contractor shall provide Workforce Partnership a certificate evidencing such insurance.
- 4.5. Contractor represents that Contractor has the qualifications and skills necessary to perform the Services under this Agreement in a reasonably competent, professional manner, without the advice or direction of Workforce Partnership. This means Contractor is able to fulfill the requirements of this Agreement. Failure to materially perform all the Services required under this Agreement constitutes a material breach of the Agreement.

- 4.6. Contractor shall comply and shall undertake reasonable efforts to cause all Contractor Parties to comply with all federal, state, and local statutes, ordinances, and regulations, and shall obtain all licenses and permits required for Contractor's performance of Services and Contractor's obligations under this Agreement.
- 4.7. Contractor has received all necessary corporate approvals and has full power and authority to enter into this Agreement and to carry out the actions and transactions contemplated thereby.

5. PROVISIONS RELATED TO WORKFORCE PARTNERSHIP

- 5.1. Workforce Partnership agrees to comply with reasonable requests of Contractor, provide access to documents and equipment necessary to the performance of Contractor's duties under this Agreement, and to cooperate in good faith with Contractor to support Contractor's effective provision of the Services.
- 5.2. Workforce Partnership has received all necessary corporate approvals and has full power and authority to enter into this Agreement and to carry out the actions and transactions contemplated thereby.

6. TERMINATION

- 6.1. Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement at any time, for any reason or for no reason, by giving thirty (30) days' prior written notice ("Early Termination Notice") to the other Party.
 - 6.1.1. In the event of early termination, (i) if this Agreement covers supplies, Contractor shall be compensated in accordance with this Agreement for Contractor's auditable costs up to and including the date Contractor receives the Early Termination Notice, and (ii) Contractor shall be compensated in accordance with this Agreement only for the actual Services rendered to the effective date of the termination.
- 6.2. This Agreement shall terminate at the sole discretion of Workforce Partnership upon the occurrence of any of the following events:
 - 6.2.1. Bankruptcy or insolvency of either Party;
 - 6.2.2. Sale or other transfer of all or substantially all of Contractor's business assets; or
 - 6.2.3. Dissolution of Contractor.

The Contractor shall notify Workforce Partnership within 15 days of any of the triggering events listed above. Workforce Partnership will notify the Contractor of its decision to continue or terminate the contract within 30 days after receiving notice of a triggering event from Contractor.

- 6.3. Each Party shall have the right to terminate this Agreement immediately in its entirety upon written notice to the other Party if such other Party materially breaches this Agreement and has

not cured such breach to the reasonable satisfaction of the non-breaching Party within 10 days after receipt of notice of such breach; provided that the non-breaching Party shall make good faith efforts to support the breaching Party in remedying the breach. Termination will take effect immediately on the expiration of the 10-day cure period, provided that the breach described in the relevant notice has not been cured as of that date. For the purposes of this section, material breach of this Agreement includes, but is not limited to, the following:

- 6.3.1. Workforce Partnership's failure to pay Contractor compensation due within sixty (60) days after Workforce Partnership's receipt of an invoice for payment issued in accordance with Section 3.2 above.
- 6.3.2. Contractor's failure to complete the Services specified in any applicable SOW by the relevant Project Timeline.
- 6.3.3. Contractor's material breach of any representation or agreement contained in this Agreement.
- 6.3.4. Workforce Partnership's material breach of any representation or agreement contained in this Agreement.
- 6.4. When funds are not appropriated or otherwise made available by Workforce Partnership to support continuation of Services that were mutually agreed to be provided in any duly adopted SOW(s), the parties' agreement to provide such Services for compensation pursuant to such SOW(s) shall be cancelled and Contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under such SOW(s).

7. PROPRIETARY RIGHTS

- 7.1. Contractor agrees that the Services and every component thereof including, without limitation, all designs, plans, reports, specifications, drawings, inventions, processes, software code, works of authorship, and other information or items conceived of, developed, or produced by Contractor and each Contractor Party while performing Services under this Agreement including, without limitation, all patentable and copyrightable inventions, intellectual property and recordings, in every format, are each a "work for hire" ("Work for Hire") by Workforce Partnership and are the sole and exclusive property of Workforce Partnership except as provided in 37 CFR 401 and 2 CFR 200.
- 7.2. Contractor on behalf of itself and all Contractor Parties hereby assigns to Workforce Partnership each such Work for Hire and all copyrights, patents, or trademarks obtained by Contractor while performing Services under this Agreement, as the sole and exclusive property of Workforce Partnership. At Workforce Partnership's expense, Contractor agrees to execute, and to undertake reasonable efforts to cause all Contractor Parties to execute, such additional written assignments to Workforce Partnership as Workforce Partnership requests, and Contractor hereby agrees to assist Workforce Partnership to obtain patents and copyrights for all or any such Work for Hire as Workforce Partnership determines, in its sole and absolute discretion. Such assistance includes providing data, plans, specifications, descriptions, documentation, and

other information, as well as assisting Workforce Partnership in completing any required application or registration.

- 7.3. Any written, printed, graphic, or electronically recorded information furnished by Workforce Partnership for Contractor's use is the sole property of Workforce Partnership. This confidential and proprietary information includes, but is not limited to, customer requirements, customer lists, outreach information, and information concerning Workforce Partnership's employees, products, services, prices, operations, and subsidiaries.
- 7.4. Contractor agrees, and shall cause all Contractor Parties, to keep all confidential and proprietary information in the strictest confidence and will not disclose it by any means to any person except with Workforce Partnership's prior written approval, and only to the extent necessary to perform the Services under this Agreement. On the expiration or earlier termination of this Agreement, Contractor shall return to Workforce Partnership all proprietary and confidential information in the possession of Contractor and all Contractor Parties.
- 7.5. Contractor acknowledges that Workforce Partnership is the owner of all Workforce Partnership copyrights, and all derivative rights thereto, and all Workforce Partnership trademarks used in connection with this Agreement, and all other rights and entitlements thereto. Contractor has absolutely no right, title or interest in or to such copyrights or trademarks or the right to use such in commerce. Contractor agrees that it will not alter Workforce Partnership trademarks, that it will do nothing inconsistent with Workforce Partnership's ownership thereof, and that all goodwill from use of such copyrights and trademarks under this Agreement shall inure to the benefit of Workforce Partnership.

8. INDEMNIFICATION

- 8.1. Performance of this Agreement and all work or obligations covered by and arising out of this Agreement shall be at the risk of Contractor exclusively. To the fullest extent permitted by law, Contractor shall, with respect to the Services, and all work and other obligations covered by or arising out of this Agreement, or the performance thereof, indemnify, protect, defend and hold harmless Workforce Partnership, the City of San Diego, the County of San Diego and each of their officers, directors and/or employees (collectively "Workforce Partnership Parties") forever against and from any and all allegations, losses, claims, actions, demands, damages, liabilities, or expenses (including costs, expenses and reasonable attorneys' fees), arising directly or indirectly from this Agreement, or the performance thereof, except to the extent that the matter in question has been caused by Workforce Partnership's negligence or willful misconduct.

9. MISCELLANEOUS PROVISIONS

9.1. Equal Opportunity.

- 9.1.1. Contractor and each Contractor Party shall comply with Workforce Partnership's Equal Opportunity Program for all work to be performed by Contractor under this Agreement.
- 9.1.2. Contractor and each Contractor Party, if any, shall comply with and shall submit a Certificate of Compliances with Title VII of the Civil Rights Act of 1964, as amended, the

California Fair Employment Act, and any other applicable federal and state laws and regulations hereinafter enacted.

- 9.1.3. Contractor shall, in all solicitations or advertisements for employees placed by or behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, physical and mental disability, political affiliation or belief, sexual orientation, citizenship, or any other classification protected by state or federal law.
- 9.2. Examination of Books and Records. Contractor agrees that Workforce Partnership, applicable California state agencies, United States Department of Labor, and/or Comptroller General of the United States, and each of their duly authorized representatives, shall, until the expiration of five (5) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions related to this Agreement; provided, however, that such access and right shall be only to the extent then required by applicable law.
- 9.3. Whistleblower Protection Laws. State and federal whistleblower protection laws prohibit Contractor from preventing its employees or retaliating against its employees for reporting government waste, fraud or abuse. See generally, 41 U.S.C., § 4705; Cal. Lab. Code §§1102.5 et seq. Contractor assures and represents that it follows all aspects of state and federal whistleblower laws in addition to the following requirements.
- 9.3.1. If any fraud, waste or abuse is uncovered or suspected, Contractor shall report the concern immediately to Workforce Partnership. Contractor may also report fraud, waste and abuse at the state or federal level.

Workforce Partnership

Molly Dishman
Equal Opportunity Officer/Grievance Officer
San Diego Workforce Partnership, Inc.
9246 Lightwave, Suite 210
San Diego, CA 92123
(619) 228-2900

EDD

Attention: Compliance Resolution Unit
Compliance Review Division, MIC 22-M
Employment Development Department
PO Box 826880
Sacramento, CA 94280-0001

OIG

Office of Inspector General Complaints Analysis Office
200 Constitution Avenue, N.W., Room S-20210
Washington, D.C. 20210
oig.dol.gov/hotlinecontact.htm
Phone: (800) 347-3756

Allegations considered to be of an emergency nature may be reported by telephone to the Compliance Resolution Unit Supervisor at (916) 653-3270, and by calling the OIG hotline at 1-800-347-3756, and followed immediately thereafter by a written report.

The following defines fraud, waste and abuse:

9.3.1.1. Fraud is the intentional submission of false information to get money or a benefit.

Fraud may be committed against the government, an organization or an individual. Fraud occurs when an individual knows or should know that something is false and provides information or conceals material facts with the intent to deceive to benefit themselves or another person. Examples of fraud include, but are not limited to, the following:

9.3.1.1.1. Falsifying information on a consumer application for a consumer.

9.3.1.1.2. Soliciting, offering or receiving a kickback, bribe or rebate for program services.

9.3.1.1.3. Forging or altering required documentation on a program application.

9.3.1.1.4. Deliberately misrepresenting the services offered by Workforce Partnership, resulting in unnecessary cost, improper payments or overpayment.

9.3.1.2. Waste is the extravagant, careless or needless expenditure of government resources or services that result from deficient practices or decisions. An example of waste would be, but is not limited to, throwing away collateral and marketing materials provided by Workforce Partnership and intended for the public.

9.3.1.3. Abuse describes practices that either directly or indirectly result in unnecessary costs. Unlike fraud, the intention to deceive is not required. One example of abuse is providing unfunded program services that are not necessary for enrollment into Workforce Partnership's program (i.e., offering notary services on the side during Customer enrollment).

9.4. Federal Privacy Act. The Federal Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable information and/or records. Contractor agrees to take appropriate precautions to protect such individually identifiable information and/or records from loss, unauthorized use, access, disclosure, modification, and/or destruction.

9.5. Notice. All notices, demands and requests contemplated hereunder by either Party to the other shall be in writing, and shall be delivered by U.S. mail postage prepaid, registered or certified, return receipt requested, or any nationally recognized overnight courier with signature required, to the following address:

<u>Workforce Partnership</u>	<u>Contractor</u>
[NAME]	[NAME]

[TITLE] [COMPANY] [ADDRESS] [EMAIL]	[TITLE] [COMPANY] [ADDRESS] [EMAIL]
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A copy of such notice shall also be sent via e-mail to the addressee Party's e-mail address(es) specified above. Any notice given in accordance with this Section 9.5 shall be deemed received by the addressee Party three (3) days after mailing. The foregoing addresses and persons may be modified from time to time through notice given by each applicable Party to the other in accordance with this Section.

- 9.6. **Headings and Interpretation.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or the scope or intent of this Agreement nor in any way affect this Agreement. In this Agreement, the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause. The undersigned agree that each Party has reviewed this Agreement and has had the opportunity to have its independent legal counsel review this agreement, and the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to any interpretation of this Agreement. Any ambiguities with respect to any provision of this Agreement shall be construed fairly as to all parties and not in favor of or against any Party.
- 9.7. **Waiver.** No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or the exercise of any other power, right, privilege or remedy. No person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.
- 9.8. **Entire Agreement; Amendments.** This Agreement, including all exhibits or attachments incorporated herein, contains the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and no prior oral or written representations or agreements, and no contemporaneous oral representations or agreements, between the Parties with respect to the subject matter of this Agreement shall be of any force and effect. This Agreement shall not be amended or modified except by a mutual written agreement by the Parties, signed by their duly authorized representatives.

- 9.9. **Severability.** If any term or provision of this Agreement or application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 9.10. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.
- 9.11. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California. If either Party institutes legal suit or action for enforcement of any obligations contained herein, the venue of such suit or action shall be in San Diego, California.
- 9.12. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with the law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- 9.13. **Further Acts.** The parties shall perform any further acts, and shall execute and deliver any further documents, that are reasonably necessary to carry out the intent and provisions of this Agreement.
- 9.14. **Force Majeure.** Except with respect to obligations imposed with regard to payment of compensation for the Services and any other charges to be paid by Workforce Partnership under this Agreement, neither Party is liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including terrorist acts, acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, pandemics, failure of utilities, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors). In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a Party's reasonable control.
- 9.15. **Successors and Assigns.** This Agreement, nor any duties or obligations outlined herein, may not be assigned by either of the Parties hereto without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the successors and

permitted assigns of the parties. Any non-permitted assignment or attempted assignment shall be null and void.

- 9.16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns, and nothing herein expressed or implied shall give or be construed to give any person, other than the parties hereto, and such successors or assigns, any legal or equitable rights hereunder.
- 9.17. **Survival.** Upon termination of this Agreement, neither Party shall have any further obligations to the other Party except: (a) for those obligations which accrued prior to the Termination Date, including but not limited to indemnification rights, and (b) those provisions of this Agreement which expressly or by reasonable implication contemplate performance after the termination or expiration of this Agreement shall survive termination or expiration of this Agreement until such provisions have been fully performed.
- 9.18. **Confidentiality & Publicity.** Neither Party shall use the logo or name of the other Party, or any adaptation, abbreviation, trademark, trade name, or trade style thereof, for any purpose without the prior written consent of the other Party; provided, however, that Contractor may reference Workforce Partnership and include its logo on Contractor's website in the context of identifying Workforce Partnership as a collaborator on mission-related work. Neither Party shall make any public statements (including but not limited to issuing a press release, responding to media inquiries, making public presentations or publishing articles or other written materials) regarding the other Party, the parties' relationship, this Agreement, or the Services, without the other Party's prior written consent; provided, however that Contractor shall have unrestricted authority, to the maximum extent permitted under applicable law, to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement and that nothing in this Agreement or the Assignment Agreements shall be interpreted to the contrary, recognizing that the publishing of research findings and analytics to the public is a critical inducement to Contractor to enter into this Agreement.
- 9.19. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, and counterparts may be executed by electronic transmission (including by email) or other electronic means, each of which will be deemed an original, but all of which together constitute one and the same instrument.

[Continued on signature page]



IN WITNESS WHEREOF, the Workforce Partnership and Contractor have duly executed this Agreement as of the Effective Date.

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

A California nonprofit public benefit corporation

EIN: 33-0660504

By:

Name: [NAME]

Date

Title: [TITLE]

[CONTRACTOR]

[TYPE OF CORPORATION]

EIN: [NUMBER]

By:

Name: [NAME]

Date

Title: [TITLE]

By:

Name: [CONTACT NAME]

Date

Title: [TITLE OF CONTACT]



Exhibit A **Statement of Work**

This Statement of Work (this “SOW”) is made by and between the San Diego Workforce Partnership, Inc., a California nonprofit public benefit corporation (“Workforce Partnership”), and **[NAME OF VENDOR]**, a **[TYPE OF CORPORATION]** (“Contractor”), as of **[DATE]**. Workforce Partnership and Contractor may be referred to in this SOW jointly as the Parties or each individually as a Party.

The Parties have entered into a Master Services Agreement on **[DATE]**. This SOW becomes part of and is subject to the terms and conditions of the Master Services Agreement.

Services to be Provided

[DESCRIPTION OF SERVICES]

Scope of Work

The scope of work and project timeline includes the following deliverables and activities:

SCOPE OF WORK	PROJECT TIMELINE

Fee Schedule/Invoicing

As outlined below, Workforce Partnership will pay Contractor the agreed upon sum, for services as follows. The table below outlines the agreed-upon costs for each of the items.

DELIVERABLE	DELIVERABLE DESCRIPTION	INVOICE DATE (latest date to submit invoice)	AMOUNT

TOTAL			

Invoice Information

Invoices must contain the following information:

1. Master Services Agreement number and SOW number: [SA-01]; [SOW-01];
2. Name of Deliverable (e.g., Participant Survey, Reporting, etc.);
3. The amount billed for the Services performed in relation to that Deliverable; and
4. Copy of Deliverable as outlined above (e.g., report, survey, flyer, etc.).



IN WITNESS WHEREOF, the Workforce Partnership and Contractor have duly executed this Agreement as of the Effective Date.

SAN DIEGO WORKFORCE PARTNERSHIP, INC.

A California nonprofit public benefit corporation

EIN: 33-0660504

By:

Name: [NAME]

Date

Title: [TITLE]

[CONTRACTOR]

[TYPE OF CORPORATION]

EIN: [NUMBER]

By:

Name: [NAME]

Date

Title: [TITLE]

By:

Name: [CONTACT NAME]

Date

Title: [TITLE OF CONTACT]