**Agreement for In-Kind Contribution of Services and/or Goods to**

**Kantara Initiative (KI), for Use as Recommended by the**

***Kantara Initiative Board of Trustees***

1. Donor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (c*ompany name*) hereby offers and agrees to make an in-kind contribution of services and/or goods valued solely by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (c*ompany name*) at $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*dollar amount written out*) to Donee: Kantara Initiative (KI), a nonprofit entity incorporated under the IEEE-ISTO and recognized by the Internal Revenue Service as a §501(c)(6) organization in the Internal Revenue Code, to be used in KI toward the fostering of harmonization and support of Federation interoperability and assurance.
2. The contribution shall be recorded by KI and held until such time as the application of the services and/or use of the goods has been approved by KI, in conjunction with recommendations from the Kantara Initiative Board of Trustees, and as provided in the Kantara Initiative Operating Procedures and Bylaws.
3. Goods/services performed by Donor shall explicitly be contributed under one of the Kantara Initiative Intellectual Property Rights Policy options. (see: http://kantarainitiative.org/confluence/x/DYBQAQ)
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (c*ompany name*) shall, within 30 business days of Donor signing this Agreement, send a copy of the Agreement and a letter describing the services and/or goods which are the subject of this Agreement, and the schedule for providing said services and/or goods (which schedule may be modified with the mutual written agreement of Donor and Donee, but which in any case shall be concluded within 12 months of Donee signing this Agreement), to KI at the following address: Kantara Initiative (care of IEEE-ISTO). 445 Hoes Lane, Piscataway, NJ 08845
5. The Leadership Council shall coordinate the use of the services and/or goods which are the subject of this Agreement with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (c*ompany name*).
6. Donee KI expressly disclaims any liability for any injury or damages to any party in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.
7. Donor expressly disclaims any representation or warranty of any kind in connection with the provision and use of the above-noted services and/or goods, which are being provided by Donor as a gift.
8. Donee KI hereby accepts the above-stated offer of Donor.
9. This agreement shall be effective when signed by both parties, with the effective date being the latter date of the two signature dates.
10. The Donee shall have the right to terminate this Agreement without any penalty, cancellation fee or other charges at any time upon 14 working days written notice to Donor. In the event of termination under this section, the Program shall credit Donor for the Services accomplished and delivered up to the effective date of termination.

AGREED and ACKNOWLEDGED:

DONOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Please Print Company Name

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Sign and Print Name Official Title

DONEE: Kantara Initiative (KI)

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

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

Please Sign and Print Name Title:

Executive Director or Board of Trustee Officer of Kantara Initiative

Donor Confidentiality request:

[ ] My organization wishes to remain confidential as a donor to KI except where disclosure is required by federal or state law.

\_\_\_\_\_ (*initials*)