**FORM 3 - U.S. MASTER SERVICE PROVIDER AGREEMENT**

**INSTRUCTIONS**

**[Delete this page – for CARE Internal Use Only]**

**USE this form for the following SERVICE providers:**

* **Larger businesses (LLC, Inc., etc.) that provide services on an ongoing basis, usually at high dollar amounts.**

**DO NOT USE this form for:**

* **Individuals or Businesses (LLC, Inc., etc.) that provide services to CARE on a one-time or infrequent basis (use FORM 1)**
* **Photographers (use FORM 2)**
* **Agreements for the Purchase of Goods (use FORM 4).**

1. **MAKE ALL REQUIRED CHANGES** to reflect your arrangement with the Service Provider.
   1. **Mandatory Schedules:**
      1. **Scope of Work**: Complete **Schedule A** by fully describing the work to be performed.
      2. **Compensation**. Complete **Schedule B** setting forth the rate(s) to be charged during the term of the Agreement.
      3. **CARE Standard Terms and Conditions**. Include **Schedule C** with all Agreements.
   2. **Optional Schedules:**
      1. **Personal Data Protection Addendum**. Include **Schedule D** if Service Provider will process or use information related to any identified or identifiable person, including without limitation, CARE donors or employees.
      2. **Travel Release**. Use **Schedule E** if Service Provider, his/her/its employees, consultants, or agents may engage in hazardous travel or in other appropriate situations. If it will be used, it should be signed and returned to CARE at the time the executed Service Provider Agreement is returned, and in any event prior to any international travel.
      3. **USG Funds**. **Schedule F** is only needed if USG funds are used to procure the services.
2. **CHANGES BY THE SERVICE PROVIDER** In the event the Service Provider proposes changes the terms of the Agreement, email all changes in a redlined Word document to the Legal Department, [legal@care.org](mailto:legal@care.org), for review and approval.
3. **CONTACT** CARE USA Procurement or Legal for help.

**MASTER SERVICES AGREEMENT**

Cooperative for Assistance and Relief Everywhere, Inc. (“CARE”), a District of Columbia nonprofit corporation doing business at 151 Ellis Street NE, Atlanta, Georgia 30303-2439, U.S.A., and

Full Legal Name of Business/Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principle place of business/address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(the “Service Provider”) (“Party” means either CARE or Service Provider, as appropriate, and “Parties” collectively means CARE and Service Provider), hereby agree to the following (the “Agreement”), effective the date the last Party signs it (“Effective Date”):

1. **Scope of Work.** From time to time during the term of this Agreement, CARE may request that Service Provider perform certain services, functions, and deliverables. Such services shall be performed in accordance with the terms of this Agreement and pursuant to Scope(s) of Work entered into by CARE and Service Provider that shall be attached hereto as **Schedule A**, as it may be modified or amended in a writing signed by the Parties from time to time (each Schedule A and any amendment(s) shall be referred to as “Schedule A”). The first Schedule A shall be labelled “Schedule A.1,” and each subsequent Schedule A shall be labelled in numerical order (*e.g.*, Schedule A.2, Schedule A.3, etc.). Should a schedule be amended by the Parties, such amendment shall also be labelled in numerical order (*e.g.*, First Amended Schedule A.1, Second Amended Schedule A.1, etc.).
2. **Compensation.** Service Provider’s compensation and reimbursements are set forth in **Schedule B**, which sets forth the amounts to be charged by Service Provider for each Scope of Work entered into by the Parties during the Term of this Agreement. Any change increasing CARE’s charges or other costs under this Agreement must first be approved in a writing signed by CARE.
3. **Invoice Statements and Adjustments.** Service Provider shall provide CARE with periodic and final invoice statements indicating services performed, expenses incurred (if reimbursable pursuant to **Schedule B**), past payments made, and any other information CARE shall reasonably request. Service Provider shall provide a final invoice statement whenever requested by CARE up to sixty (60) days after the date set for the completion of the work on the applicable **Schedule A**. The receipt or payment by CARE of any invoice statement shall not preclude CARE from questioning the correctness thereof at any time. In the event of a good-faith dispute between the Parties, CARE may withhold payments otherwise due to the Service Provider until resolution of that dispute has been reached.
4. **CARE Standard Terms and Conditions**. The Parties agree to and shall comply with CARE’s Standard Terms and Conditions as set forth in **Schedule C**.
5. **Ownership of Work**. Service Provider agrees that: (a) all right, title, and interest in and to the Work (as defined below) shall vest with CARE, (b) the Work shall be deemed “work made for hire” by Service Provider for CARE, (c) each Party will take any actions, approved by CARE and at its expense, required to protect CARE’s right in the Work, and (d) upon request, Service Provider shall provide CARE all originals, copies, or other media containing or comprising the Work. “Work” shall include all deliverables provided to CARE under this Agreement, as well as data, materials, documents, files, notes, and summaries referenced by, included within, and/or concerning the deliverables, and any copies thereof. Notwithstanding the foregoing, the Parties acknowledge that each Party created, acquired, or otherwise obtained rights in certain intellectual property prior to this Agreement and independent of this engagement, including concepts, ideas, methods, methodologies, processes, know-how, and techniques; trade names and logos; software and websites; and data, documentation, and proprietary information (“Preexisting IP”). Such Preexisting IP is and shall remain the sole and exclusive property of the owner; provided however, Service Provider grants to CARE a paid-up, global, royalty-free, perpetual, and nonexclusive license to use any of Service Provider’s Preexisting IP that is included in the Work.
6. **Expiration and Termination.** This Agreement shall commence on the Effective Date and shall continue in full force and effect unless and until terminated as provided herein. Each **Schedule A** shall become effective the date the last Party signs it and shall expire on the date set forth therein for the completion of the work, unless and until earlier terminated. Any Party may terminate this Agreement or any **Schedule A** at any time for any reason, upon fourteen (14) days prior written notice to the other Party. Upon issuance of a termination notice, Service Provider shall take immediate action to minimize all expenditures and obligations and cancel such obligations whenever possible. Service Provider shall not incur any expense after issuance of a termination notice unless pre-authorized by CARE in writing. CARE shall be responsible for Service Provider’s fees based on either: (1) actual work performed through the effective date of termination if billed on an hourly or daily basis, or (2) a pro rata basis through the effective date of termination if billed on a monthly, annual, or deliverable basis. CARE shall also be responsible for any expenses obligated by a legally-binding transaction applicable to this Agreement that Service Provider entered into prior to issuance of the termination notice or as pre-authorized by CARE in writing.
7. **Notices.** Unless otherwise agreed to by the Parties in writing, all notices described in this Agreement shall be in writing and delivered via email and in-person or mailed to the following contacts, which each Party shall keep up-to-date in writing to the other Party. All notices shall be deemed given 24 hours after the notice email is sent.

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| For CARE:  Name:  Title:  Address:  Address:  Country:  Telephone:  Email: | For Service Provider  Name:  Title:  Address:  Address:  Country:  Telephone:  Email: |

1. **Optional Schedules:** Initials entered by the representatives below shall mean that the Optional Schedule **is included** in this Agreement.

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| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **Personal Data Protection**. In the event Service Provider will process and/or use Personal Data in conjunction with this Agreement, Service Provider agrees to the terms and conditions set forth in the Personal Data Protection Addendum, attached as **Schedule D**. “Personal Data” shall mean any information related to any identified or identifiable natural or legal person including, without limitation, CARE’s donors, employees, customers, subcontractors, partners or any other third party (including, without limitation, such third parties’ employees and subcontractors) and any other additional data, personally identifiable information, or personal information deemed as personal data under the applicable personal data protection laws. In the event Service Provider will not process or use Personal Data, **Schedule D** shall not be included with this Agreement. |
| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **Travel Release**. In the event Service Provider and/or his/her/its employees or other personnel travel overseas, Service Provider must arrange for each traveler to execute and return to CARE the International Travel Release, attached as **Schedule E**, prior to such travel. In the event overseas travel will not occur in connection with the work, **Schedule E** shall not be included with this Agreement. |
| \_\_\_\_\_  CARE  Initials | \_\_\_\_\_  SP  Initials | * 1. **U.S. Government Provisions.** In the event this Agreement is entered into in connection with an Agreement between CARE and a U.S. Government Agency, such as the U.S. Agency for International Development (USAID), (each a “US Agency”), **Schedule F**, attached hereto, is incorporated by reference herein. In the event the work is not performed in connection with a U.S. Agency agreement, **Schedule F** shall not be included in this Agreement. |

1. **Incorporation of Schedules / Precedence**. All Schedules attached hereto are hereby incorporated into this Services Agreement with the same force and effect as though fully set forth herein. In the event of an inconsistency or conflict between or among the provisions of this Agreement, the following order of precedence shall control: (1) this Master Services Agreement, (2) Schedule C - CARE’s Standard Terms and Conditions, and (3) all other Schedules.

**IN WITNESS WHEREOF**, each Party’s authorized signatory has signed below.

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| **COOPERATIVE FOR ASSISTANCE**  **AND RELIEF EVERYWHERE, INC.**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **SERVICE PROVIDER**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  SS#EIN#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Check applicable status:  \_\_\_\_ U.S. Citizen / \_\_\_\_ U.S. Permanent Resident  \_\_\_\_ Non-U.S. Resident |