

CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (the "Agreement") is entered into as of _____, 20____, between **CATHOLIC RELIEF SERVICES - UNITED STATES CONFERENCE OF CATHOLIC BISHOPS** ("CRS") and _____ ("Consultant"). In consideration of the mutual covenants and promises set forth below, CRS and Consultant agree as follows:

Article I DUTIES AND TERMS

1. Scope of Services. CRS hereby engages Consultant to perform consulting services, as set forth in the attached Scope of Work (the "Services"), on the terms and conditions described in this Agreement. Consultant hereby accepts the engagement as a consultant to CRS and agrees to provide the consulting services set forth in the Scope of Work on the terms and conditions described in this Agreement.
2. Independent Contractor. Consultant shall provide services under this Agreement as an independent contractor, and not as an employee or agent of CRS or any subsidiary or affiliate of CRS (collectively, a "CRS Entity"). Nothing in this Agreement shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between Consultant and any CRS Entity.
3. Term of the Agreement. The term of this Agreement (the "Consulting Period") shall be determined by the Start and End dates indicated in the Project Information section of the Consultant Requisition, which is attached hereto and incorporated to this Agreement by reference. The Agreement may be terminated before the end of the Consulting Period only in the circumstances described in Article IV.
4. Time and Attention. Consultant shall devote such time and attention to Consultant's duties under this Agreement as may be necessary to discharge the duties properly, and Consultant shall exert Consultant's best efforts in the performance of the duties. Consultant shall not be subject to a fixed work schedule, but shall be available, consistent with Consultant's personal needs and other commitments, to provide the services set forth in the Scope of Work during the Consulting Period.

5. Business Activities. Consultant's services under this Agreement shall not cause Consultant to be directly involved in the business operations of CRS. Consultant shall have no responsibility for the day-to-day management of any CRS Entity, nor shall Consultant supervise, or be supervised by, personnel of any CRS Entity. Consultant shall have no authority to execute any document or enter into any contract on behalf of a CRS Entity, or to bind a CRS Entity in any relationship with a third party.

6. Non-exclusive Agreement. CRS acknowledges and agrees that during the Consulting Period, Consultant is free to engage in other business activities or to provide consulting services to other parties without the approval or consent of any CRS Entity.

7. Reports and Data. All reports and data prepared by Consultant in connection with the services performed under this Agreement shall be the property of CRS and shall not be used by Consultant in connection with any other activity.

Article II COMPENSATION AND EXPENSES

1. Compensation. As compensation for Consultant's services under this Agreement, CRS shall pay Consultant in the amount, by the method, and in accordance with the schedule stipulated on the Consultant Requisition, which is attached hereto and incorporated in this Agreement by reference. Consultant shall receive no other compensation for providing services under this Agreement. If the Agreement is terminated before the end of the Consulting Period as described in Article IV, the Consultant's fee shall be multiplied by a fraction, the numerator of which is the number of days from the beginning of the Consulting Period until the early termination date, and the denominator of which is the number of days in the full Consulting Period. If the pro-rata amount determined under the preceding sentence exceeds the amount already paid to Consultant, CRS shall pay the excess to Consultant within 30 days after the Agreement is terminated. If the pro-rata amount is less than the amount already paid to Consultant, Consultant shall repay the difference to CRS within 30 days after the Agreement is terminated.

2. Equipment and Work Space. Consultant shall provide basic office equipment (including computer, fax machine, and/or copier) and work space at Consultant's expense as necessary to provide services under this Agreement. If it is necessary for Consultant to perform consulting services under this Agreement at CRS's place of business or using CRS's specialized equipment, CRS may provide temporary work space or may make available specialized equipment to Consultant to the extent CRS deems necessary.

3. Business Expense. Consultant may hire at Consultant's own expense, without prior approval of any CRS Entity, any assistants or other personnel necessary to enable Consultant to provide services under this Agreement. Consultant shall be responsible for any

such business expense incurred by Consultant in connection with the performance of services under this Agreement. CRS shall not reimburse Consultant for any such business expense.

4. Other Expenses. CRS shall reimburse Consultant for reasonable expenses incurred in connection with the performance of the Services solely to the extent identified on the Consultant Requisition or as may be pre-approved in writing by CRS. Invoices for such reimbursable expenses shall be submitted to the "Project Contact" identified on the Consultant Requisition for approval, together with all supporting documentation reasonably required by CRS, and CRS shall pay such invoices within thirty (30) days following such approval. Consultant shall maintain books and records supporting all reimbursable expenses incurred in connection with performance of the Services for the duration of this Agreement, and for a period of four (4) years thereafter. CRS shall have access during Consultant's regular business hours to such books and records of Consultant as required to verify any and all reimbursable costs.

5. Travel Arrangements and Expenses. In order to contain costs and to benefit from economies available to humanitarian organizations, CRS will arrange for and provide to the Contractor the travel reasonably required to perform the Services under this Agreement.

6. Severance and Benefits. During the Consulting Period, Consultant shall not be eligible to participate in, or to earn any benefit under, any employee benefit plan, fringe benefit program, bonus or incentive program, or other compensation arrangement of a CRS Entity (including, but not limited to, any comprehensive medical insurance, workers' compensation, disability insurance, accidental death or dismemberment insurance, life insurance, or any defined benefit plan or defined contribution plan sponsored by any CRS Entity). The preceding sentence shall apply throughout the Consulting Period even if Consultant is later reclassified as a common law employee for part or all of the Consulting Period. Consultant shall have no right to, and agrees not to, make any claim against CRS under any workers' compensation or unemployment compensation statute. Nothing in this Agreement, nor any payments made to Consultant under this Agreement, shall be construed to reduce any severance payment or other benefit to which Consultant is or may become entitled as a result of Consultant's employment by a CRS Entity before or after the Consulting Period. To the extent that Consultant is entitled to receive benefits under any compensation arrangement of a CRS Entity upon Consultant's termination of service, Consultant acknowledges that the terms of the compensation arrangement and applicable law will determine whether the distribution of the benefit will be postponed while the Consultant provides services under this Agreement.

Article III COVENANTS

1. Personal Contract. Subject to Article II, Section 3, Consultant acknowledges that CRS has contracted for Consultant's services in recognition of Consultant's knowledge and prior

experience. Consultant agrees that this Agreement is personal in nature and Consultant shall not subcontract or assign any duties under this Agreement without CRS's prior written consent.

2. Confidential Information. Consultant acknowledges that during the Consulting Period, Consultant has been or will be entrusted with certain business, financial, technical, personnel, or other proprietary information and materials that are the property of CRS ("Confidential Information"). Consultant agrees that during and after the Consulting Period, Consultant will not directly or indirectly communicate, disclose, or use (except for the purposes of performing services under this Agreement) any Confidential Information. Consultant agrees that, at the expiration of the Consulting Period, or at any earlier termination of this Agreement, Consultant will promptly return to the hiring manager identified on the Scope of Work all Confidential Information in Consultant's possession, and Consultant will not keep or retain copies of such Confidential Information in any form whatsoever.

3. Work Product. Consultant agrees that all work performed by Consultant during the Consulting Period for any CRS Entity is a "work for hire" as defined under United States copyright law, and that all such work and any intellectual property rights contained therein, including (but not limited to) data, creative works, trademarks, patents, proprietary processes, and copyrights, is the property of CRS. All inventions and devices designed, created, developed, and/or built by Consultant, either alone or with others, in connection with providing the Services listed in the Scope of Work, shall be the property of CRS and Consultant shall execute such documents and assignments as may be necessary to vest the copyrights or patent rights therein in CRS.

4. Consultant Warranties; Conflict of Interest. Consultant represents and warrants to CRS as follows: (a) Consultant has the expertise, experience and knowledge to perform and deliver the Services; (b) Consultant will use reasonable commercial efforts to perform and deliver the Services in a diligent and timely manner; (c) Consultant is not a party to any agreement which prohibits, and is not otherwise prohibited from, performing and delivering the Services; (d) any work product prepared by Consultant as a consequence of the Services will not misappropriate or infringe the intellectual property rights of third parties; (e) Consultant will perform and deliver the Services in accordance with the Scope of Work; (f) Consultant will comply with the U.S. Foreign Corrupt Practices Act (the "FCPA") and its prohibitions regarding payments to foreign officials; and (g) Consultant will perform and deliver the Services in accordance with all applicable laws, ordinances, requirements, directions, rules, statutes, regulations or lawful orders of any governmental authority or agency, including but not limited to the provisions of the FCPA.

5. Employment and Income Taxes. Consultant acknowledges and agrees that Consultant shall be solely responsible for the full amount of any federal, state, local, or foreign income, employment, or self-employment tax (including, but not limited to, any FICA, FUTA, SECA, and Medicare tax) associated with any payments Consultant earns or receives under this Agreement, and for any interest, penalty, or other addition that arises in connection with such tax. CRS shall not be responsible for withholding, depositing, or paying any amount of tax due

to any government agency in connection with any payments Consultant earns or receives under this Agreement. CRS acknowledges and agrees that CRS shall not treat Consultant as an employee for federal, state, or local income or employment tax purposes with respect to the consulting services rendered under this Agreement unless CRS is directed in writing to do so by the relevant taxing authority.

6. Compliance With Applicable Laws. Consultant shall comply with all applicable laws and regulations in connection with Consultant's performance of this Agreement. Consultant shall indemnify and defend CRS from any and all suits, claims, or losses that CRS might suffer, pay, or incur as a result of Consultant's failure to comply with applicable laws or regulations.

7. Compliance with CRS Code of Conduct. Consultant acknowledges, understands, and agrees to comply with the CRS Code of Conduct attached hereto as Appendix A. In addition, Consultant acknowledges that failure to comply with the Code of Conduct shall constitute a material breach of this Agreement for the purposes of Article IV hereof.

Article IV TERMINATION

1. Termination by Consultant. Consultant may terminate this Agreement only in the event that CRS materially breaches any provision of this Agreement and fails to cure the breach within 30 days after receiving notice of the breach. Consultant must notify CRS in writing of Consultant's intent to terminate the Agreement under this Article IV, Section 1, and the notice must describe any breach that is a cause of the termination. Consultant must give CRS thirty (30) days to cure any breach of which CRS has been notified pursuant to this Article IV, Section 1. Such thirty (30) day period shall begin when CRS receives written notification from Consultant. If CRS fails to cure such breach within the thirty (30) day period, this Agreement shall be terminated effective as of the date on which CRS received the termination notice.

2. Termination by CRS. CRS may terminate this Agreement only in the event that Consultant materially breaches any provision of this Agreement and fails to cure the breach within thirty (30) days after receiving notice of the breach, or in the event that Consultant dies, becomes disabled, or otherwise ceases to be able to perform the consulting services set forth in The Scope of Work. CRS must notify Consultant (or the Consultant's representative, in the event of Consultant's death or incapacity) in writing of CRS's intent to terminate the Agreement under this Article IV, Section 2, and the notice must describe any breach or inability to perform services that is a cause of the termination. If Consultant is unable to perform the services set forth in The Scope of Work, the Agreement shall terminate effective as of the date on which the Consultant's inability commenced. If the termination results from a breach by Consultant other than the Consultant's inability to perform the services set forth in The Scope of Work, CRS must give Consultant thirty (30) days to cure any breach of which Consultant has been notified pursuant to this Article IV, Section 2. Such thirty (30) day period shall begin when Consultant

receives written notification from CRS. If Consultant fails to cure such breach within the thirty (30) day period, this Agreement shall be terminated effective as of the date on which Consultant received the termination notice.

**Article V
FORCE MAJEURE**

1. Neither Party shall be liable for its failure to perform under this Agreement (a) to the extent the non-performance is caused by events or conditions beyond that Party's control, and (b) provided that Party gives prompt notice to the other Party and makes all reasonable efforts to perform.

**Article VI
INDEMNIFICATION AND LIMITATION OF LIABILITY**

1. Consultant shall and does hereby indemnify, defend and hold harmless CRS, its affiliated entities, successors and assignees and their respective officers, directors, managers and employees from and against any and all claims for damages for personal injury or property damage, or any other claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CRS may incur or suffer and that result from Consultant's performance of Services, or are related to any breach or failure of Consultant to perform any of the representations, warranties and agreements contained in this Agreement.

**Article VII
NOTICES**

1. All invoices, payments, and other general correspondence required or permitted under this Agreement shall be in writing and shall be deemed validly given when delivered by a method reasonably calculated to effect delivery under the circumstances, whether that be by hand, by recognized professional courier service, by recognized overnight express delivery service, or by First Class mail, certified, return receipt requested, addressed as follows:

If to Consultant: to the Consultant's address or addresses as indicated on the Consultant Requisition.

If to CRS, unless otherwise stipulated on the Consultant Requisition:

Department of Human Resources
Catholic Relief Services
228 W. Lexington Street
Baltimore, Maryland 21201

Either party may change the address to which notices are to be sent by giving written notice of such change of address to the other. Any termination notice must be delivered by a method which provides a certification of delivery (e.g. certified mail).

Article VIII ENTIRE AGREEMENT

1. This Agreement embodies the entire understanding between the parties with respect to the subject matter of the Agreement. No change, alteration, or modification of this Agreement may be made except in writing signed by both Consultant and CRS.

Article IX MISCELLANEOUS

1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

2. **Survival.** The expiration or termination of this Agreement for any reason shall not terminate the obligations or liabilities of the parties under Article I §7, Article II §6, Article III §2, Article III §3, Article III §6, Article VI, and the applicable portions under this Article IX §2, each of which shall survive any such expiration or termination.

Article X APPLICABLE LAW

1. This Agreement shall be governed by the laws of the state of Maryland.

[Remainder of the page intentionally left blank. Signatures to follow on the next page]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed and delivered this Agreement as of the day and year first above written.

Catholic Relief Services:

By: _____
(Authorized HQ Human Resources Signature)

Date: _____

Printed Name: _____

Title: _____
HQ Department of Human Resources

Consultant:

By: _____
(Consultant's Signature)

Date: _____

Printed Name: _____



APPENDIX A

CODE OF CONDUCT – CRS CONSULTANTS

To protect children and young people from abuse and sexual exploitation

Preamble:

CRS commits itself to creating and maintaining an environment, which promotes its core values and prevents abuse and sexual exploitation of children and young people. CRS employees, consultants, and volunteers are expected to contribute to building a harmonious workplace based on team spirit, mutual respect and understanding. All staff members and persons engaged by CRS to provide consulting services are expected to uphold the dignity of beneficiaries served by CRS organizations by ensuring that their personal and professional conduct is of the highest standard at all times.

CRS strongly condemns all kinds of child abuse and sexual exploitation, especially towards its beneficiaries. Sexual exploitation may include non-contact activities such as showing pornography to children or certain internet-based activity.

1. Abuse and sexual exploitation constitute acts of gross misconduct and as such are considered a material breach of the Consulting Agreement. All relevant legal steps will be taken by CRS corresponding to the legal and social conditions of the local situation.
2. Exchange of money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
3. Sexual activity with children (person under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not an excuse.
4. Where a CRS consultants develops concerns or suspicions regarding sexual abuse or exploitation by another worker, whether in that same agency or not, s/he must report such concerns to the CRS Country Representative or CRS Vice President of Human Resources at CRS headquarters, and to local legal authorities, where appropriate.
5. CRS consultants may not engage in any form of unlawful harassment, discrimination, physical or verbal abuse, intimidation, favoritism or exploitative sexual relations. Such conduct is considered a material breach of the Consulting Agreement. Consensual sexual relations between CRS consultants and beneficiaries are strongly discouraged.
6. CRS consultants are expected to behave in accordance with these CRS values and to help create and maintain an environment, which prevents sexual exploitation and abuse and promotes the implementation of the code.