Contract With Independent Service Provider

1. Names

This agreement is made between **Catholic Relief Services** **Office**  (“CRS”) with offices located in City, Country, and **Service Provider Name** (“Contractor”) with offices located in City, Country.

2. Services to be Performed by Contractor

Services and/or deliverables.

3. Time for Performance

Contractor will complete the performance of these services on or before End Date.

4. Payment

CRS will pay Contractor Currency Code Amount in Numbers (Amount written) upon satisfactory completion of the services listed in section 2 above.

CRS [ ]  will provide an advance payment to Contractor equal to percentage% (or Currency Code Amount in Numbers) of the total value of the contract.

 [ ]  will not provide an advance payment to Contractor for this contract.

5. Taxes

CRS will not, unless required by local law:

• withhold VAT, Income, Social Security or any other taxes from Contractor's payments nor make such tax payments on Contractor's behalf;

• make unemployment or any other contributions on Contractor's behalf.

Contractor will pay all applicable taxes related to the performance of services under this contract. This includes VAT, Income, Social Security and self-employment taxes. Contractor will also pay any unemployment or other employee contributions related to the performance of services under this contract as provided for by local law.

Contractor will reimburse CRS if CRS is required by local legal authorities to pay such taxes or unemployment contributions, as may be required by local law, on Contractor’s behalf.

6. Fringe Benefits

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of CRS.

7. Invoices

Contractor will submit original signed invoices to CRS for all services performed, and shall attach a photocopy of this contract to such invoices.

8. Independent Contractor Status

The parties intend Contractor to be an independent contractor in the performance of the services described in section 2 above. Contractor will have the right to control and determine the methods and means of performing the contractual services. CRS reserves the right to request information related to the methods and means Contractor employs in the performance of the contractual services.

9. Other Clients

Contractor retains the right to perform services for other Clients. CRS confirms it does not have an exclusive agreement with Contractor.

10. Assistants

Contractor, at Contractor's expense, may employ assistants as Contractor deems appropriate to perform the contractual services. Contractor will be responsible for paying these assistants for their services as well as any expenses attributable to them including income, Social Security and other taxes, unemployment and insurance contributions.

11. Equipment and Supplies

Contractor, at Contractor's expense, will provide all equipment, tools and supplies necessary to perform the contractual services.

12. Expenses

Contractor will be responsible for all expenses required for the performance of the contractual services.

13. Disputes

If a dispute arises, the parties will try in good faith to settle it through negotiation. Should negotiations fail to result in an amicable settlement, the parties may request mediation conducted by a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be arbitrated by an arbitrator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. Costs of arbitration, including lawyers' fees, will be allocated by the arbitrator.

14. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

15. Successors and Assignees

This agreement binds and benefits the heirs, officers and assignees of the parties.

16. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature below or to a new address that a party designates to the other in writing. A notice may be delivered:

• in person,

• by certified mail, or

• by overnight courier.

17. Governing Law

This agreement will be governed by and construed in accordance with the laws of Country.

18. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

19. Modification

This agreement may be modified only by a written agreement signed by the parties.

20. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

21. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

Either party may terminate this agreement by giving No of days days notice. Such terminations shall be done in writing. Should CRS terminate the agreement, any expenses incurred by Contractor shall be paid by CRS if documented with receipts and attached to an original invoice.

**FOR:** Catholic Relief Services - USCCB

Office

Physical Address

POB, City and Country

Dated:

By:

CRS Official Signing Doc

Title

**FOR:** CONTRACTOR

Company Name

Physical Address

POB, City and Country

Dated:

By:

Contractor Official Signing Doc

Title