**Technical Assistance Agreement Sample**

**Version Date: April 2024**

What follows is a technical assistance agreement sample developed by Social Impact Commons to be used when fiscal sponsors and other nonprofits provide technical assistance and services to third parties. This is intended for basic arrangements and is not suitable for when providing legal or professional financial services or serving as a (co-)employer. In the sample you will see highlighted areas where information unique to the parties can be inserted. The most recent version of this sample will always be found at [www.SocialImpactCommons.org](http://www.socialimpactcommons.org/).

**This is a sample and only a sample. Your use of this agreement sample does not constitute legal advice from Social Impact Commons. Social Impact Commons is making this template available for informational purposes only. Different circumstances and jurisdictions may call for different contract language. We assist our members in tailoring this and other templates to their particular needs and always recommend working with qualified and local legal counsel when preparing agreements of this nature.**

**Technical Assistance Agreement**

This technical assistance agreement (the “Agreement”), effective DATE (the “Effective Date”), will serve as the mutual agreement between **PROVIDER NAME** (“Provider”) and **CLIENT NAME** (“Client”) regarding the performance of certain services described in this Agreement. In this Agreement, Provider and Client may be collectively referred to as the “Parties” and each individually as “Party”.

1. **Background**
	1. Provider, a 501(c)(3) public charity LANGUAGE ON PROVIDER’S STATE OF INCORPORATION AND MISSION. One way Provider carries out its exempt purposes is by providing technical assistance to mission-aligned organizations.
	2. Client, a 501(c)(3) public charity LANGUAGE ON CLIENT’S STATE OF INCORPORATION AND MISSION. Client wishes for Provider to provide certain services set forth in this Agreement.
2. **Term.** This Agreement will commence as of the Effective Date and, unless terminated prior per this Agreement, will continue for an initial 12 month period and will thereafter automatically renew for successive 12 month periods.
3. **Services.** The initial Services to be provided by Provider to Client include DESCRIPTION OF SERVICES or “Provider will provide the Services described in the attached Scope of Work”. Additional Services may be performed as agreed upon by the Parties. Agreement for the provision of additional Services may be memorialized in an email exchange between authorized representatives of the Parties stating the additional Services performed, timeline, and additional compensation.
4. **Compensation & Invoicing.** Client will pay Provider SPECIFY COMPENSATION AND BASIS FOR COMPENSATION. Provider will invoice Client FREQUENCY OF INVOICING. Client agrees to pay Provider within 30 days of receipt of each invoice.
5. **Communication**. Client will assign a main point of contact to work with Provider. Healthy communication is critical to the success of this engagement. Provider will assign an individual to serve as a main point of contact with Client as needed for Provider to provide the Services. The assigned contacts will communicate and cooperate on a frequent basis by (a) keeping each other advised about potential issues and updates (including the status of funding proposals); (b) promptly responding to e-mail, phone messages, and other agreed-upon communication methods; and (c) providing each other with timely information as may be reasonably requested. At a minimum, the contacts will meet for 30 minutes on a monthly basis.
6. **Confidential Information.** Provider will use Confidential Information (defined below) shared with Provider only as needed to provide the Services and will keep it confidential. Provider may disclose Confidential Information only as required by law. “Confidential Information” means all non-public information furnished to Provider by or through the Client. It does not include information that is generally available to the public, information already known by Provider before entering into this Agreement, or information Provider independently develops.
7. **Work Product.** Provider, in performing the Services may prepare reports, plans, or other materials for Client (the “Work Product”). Upon final payment to Provider, Client will own all Work Product and underlying intellectual property rights in Work Product produced under this Agreement.
8. I**ndependent Contractor.** Provider is an independent contractor and is solely responsible for performing the Services. As such, Provider will provide its own equipment and materials and has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with our performance of the Services and receipt of fees under this Agreement.
9. **Publicity.** Subject to satisfactory delivery of all Services, Provider may, in its discretion, identify Client as a client in internal and external communications, including Provider’ website.
10. **Limits of Relationship.** Each Party is solely responsible for its own actions and decisions. Provider and its agents and employees are not employees of Client. Neither Party may act as an agent for the other Party absent mutual written agreement. For the avoidance of doubt, Provider does not assume responsibility for the financial health, compliance, or for any regulatory matters whatsoever related to Client. It is understood that Provider does not provide professional accounting services or act as legal counsel for Client.
11. **Mutual Indemnification**. Each Party will defend, indemnify and hold harmless the other Party, including each of its respective officers, directors, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of (a) a Party’s gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.
12. **Insurance.** Each Party warrants that it carries adequate liability and other appropriate forms of corporate insurance, including but not limited to, workman’s compensation and general liability, pertaining to the activities of its individual corporation and, wherever relevant, to the terms of this Agreement.
13. **Termination.** Either Party may terminate this Agreement at any time by giving 30 days written notice to the other. This Agreement may be terminated immediately by mutual agreement of the Parties. Client will pay Provider for all Services performed up to the termination date that it is properly invoiced for.
14. **Survival**. Provisions 4, 6, 9, 10, 11, 13, 16 and 17 will survive any termination of this Agreement.
15. **Non-assignment**. Neither Party may assign this Agreement, or any portion of either to a third party without the prior written consent of the non-assigning Party; any assignment made without such consent will be null and void and of no effect.
16. **Dispute Resolution.** In the event of a breach by one of the Parties or disagreement between the Parties concerning this Agreement, both Parties agree to use their best efforts to resolve the dispute between them and, failing that, with the use of an independent mediator prior to taking legal action.
17. **Applicable Laws.** All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of STATE.
18. **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision will be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement will remain in full force and effect.
19. **Entire Agreement; Amendment; Counterparts.** This Agreement expresses the final, complete, and exclusive agreement between the Parties regarding the Services. This Agreement may be changed only as described in a written document signed by both Parties or email communication attested to by both Parties which refers specifically to this Agreement, stating how the Agreement is being changed. This Agreement may be signed electronically and in one or more counterparts, which shall be taken together as a single agreement.

Once signed below by both Parties, this Agreement will become effective as of the Effective Date first written above.

For **CLIENT NAME**

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Name: Date

Title:

FOR **PROVIDER NAME**

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Name: Date

Title: