

# MASTER SERVICES AGREEMENT

## CONTRACT # \$contract\_number

This Master Services Agreement (“Agreement”) is effective as of \$formula(dateformat("MMMM dd, YYYY",\$contract\_start\_date)), (“Effective Date”) by and between \$internal\_company (“\$internal\_company\_abbreviated\_name”), and \$company\_name (“Contractor”).

Intending to be legally bound and in consideration of the premises and the mutual representations, warranties, covenants, and agreements contained in this Agreement, the parties hereby agree as follows:

**1. SERVICES.** Contractor will provide services (“Services”) to \$internal\_company\_abbreviated\_name in accordance with the terms and conditions of this Agreement and one or more Statements of Work (each an “SOW”) that may be agreed to and executed by Contractor and \$internal\_company\_abbreviated\_name, each of which will be made a part of this Agreement. Contractor will provide all equipment, software, and supplies required to perform the Services except as otherwise expressly stated in the SOW. \$internal\_company\_abbreviated\_name makes no promises or representations as to the amount of business, if any, that Contractor will receive under any SOWs entered into pursuant to this Agreement.

## **2. PAYMENT.**

**2.1 Payment; Invoices.** Contractor will invoice \$internal\_company\_abbreviated\_name in accordance with the terms of each SOW. Other than as set forth in each SOW, Contractor is entitled to no other compensation or reimbursement for the Services. Unless expressly itemized in an SOW or otherwise pre-approved by \$internal\_company\_abbreviated\_name in writing, \$internal\_company\_abbreviated\_name will not reimburse Contractor for any expenses related to or arising out of the provision of any Services under any SOW.

Invoices shall include the following information; the Contract number \$contract\_number, invoice number, invoice date, type of service or description of what each charge is for, date services were provided or period for charges, Contractors contact person and contact number for questions regarding the invoice, and when applicable the \$internal\_company\_abbreviated\_name contact person or department placing the request for services. Invoices can be e-mailed to: [accounting@myseiubenefits.org](mailto:accounting@myseiubenefits.org) or sent to:

\$internal\_company  
Attn: Accounts Payable  
10900 NE 4<sup>th</sup> St., Ste. 1700  
Bellevue, WA 98004-8306

**2.2 Records.** Contractor will, in accordance with generally accepted accounting principles, maintain and keep copies of all books and records relating to the Services during the Term and for seven years thereafter. \$internal\_company\_abbreviated\_name may, upon reasonable notice and during normal business hours, examine and make copies of all books and records relating to the Services.

**2.3 Taxes.** Each party will be responsible for and pay all taxes, duties, or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for any payments made to it or received by it under this Agreement.

## **3. INDEPENDENT CONTRACTOR STATUS**

**3.1 Business Status.** Contractor is engaged in an independent business separate and apart from \$internal\_company\_abbreviated\_name. Nothing in this Agreement will be construed as creating an employer-employee relationship, partnership, co-employment relationship, or joint venture between Contractor and \$internal\_company\_abbreviated\_name. Contractor has the right to perform services for other businesses. Contractor has the right to control the manner and methods by which the Services are performed, and will handle all details, timing and logistics of performance; provided that nothing herein limits Contractor's obligations to meet the requirements of this Agreement.

**3.2 Obligations of Contractor for its Employees.** Contractor will be solely responsible for obtaining and maintaining all applicable business licenses and for timely payment of all income, payroll, and employment-related taxes, including all FICA, unemployment, workers' compensation premiums, income tax withholding, and any other taxes of any nature whatsoever pertaining to Contractor and all of Contractor's employees. Contractor will provide training to its employees. Neither Contractor nor any of Contractor's employees is covered by any employee benefit plans of \$internal\_company\_abbreviated\_name, including health care plans. Contractor will be solely responsible for providing Contractor's employees with compensation and employee benefits and neither \$internal\_company\_abbreviated\_name, nor its affiliates, employees, or agents, will have any responsibility for any such costs. In the event any persons are assigned by Contractor to \$internal\_company\_abbreviated\_name to perform any Services, such persons will be deemed loaned servants of \$internal\_company\_abbreviated\_name solely for workers' compensation purposes and Contractor will be responsible for obtaining the written consent of such individuals to this status prior to their assignment to \$internal\_company\_abbreviated\_name. In the event that \$internal\_company\_abbreviated\_name or any of its agents or representatives is required to pay any assessments, compensation, damages of any nature, or benefits (including taxes and penalties) with respect to any persons employed by or representing Contractor, Contractor will reimburse \$internal\_company\_abbreviated\_name or such individual within ten days of receipt of an invoice for reimbursement. Contractor will provide \$internal\_company\_abbreviated\_name with proof of its discharge of its obligations under this Section 3.2 upon request from \$internal\_company\_abbreviated\_name.

**3.3 Compliance with \$internal\_company\_abbreviated\_name Policies.** Contractor will comply with all applicable laws, regulations, and ordinances in the performance of the Services, including laws, regulations, and ordinances pertaining to Contractor's employment of workers. Contractor and employees, subcontractors, and representatives of Contractor will comply fully with workplace rules of \$internal\_company\_abbreviated\_name that are provided to Contractor, and Contractor will distribute to all of Contractor's employees, subcontractors, and representatives who may have the opportunity to provide Services or to communicate with \$internal\_company\_abbreviated\_name copies of such rules and policies, as they may be adopted or revised, and require such employees, subcontractors, and representatives to comply with such rules and policies.

## **4. TERM AND TERMINATION**

**4.1 Term.** This Agreement will begin on the Effective Date and continue until terminated in accordance with this Section 4 (the "Term"); provided that certain terms of this Agreement will survive the expiration or termination of this Agreement, as set forth in Section 4.4.

**4.2 Termination by Either Party.** This Agreement may be terminated upon written notice by either of the parties hereto, at its sole option, if:

(a) the other party is subject to insolvency or bankruptcy proceedings or if a judicial decree or order is entered against a party under any bankruptcy law, if a receiver, liquidator, trustee or other similar official is appointed by the other party, if the other party makes an arrangement with its

creditors or an assignment for the benefit of its creditors, or if the other party generally fails to pay its debts as they become due;

(b) the other party commits any breach of any of its obligations hereunder and, having been given written notice of that breach by the nonbreaching party, if curable, fails to cure the same to the reasonable satisfaction of the nonbreaching party within 30 days following receipt of such notice; provided, however that such termination may be immediately effective if such breach is incapable of being cured in such 30-day period; or

(c) there are no then outstanding SOWs and the terminating party provides the other party 30 days' prior written notice.

**4.3 Termination by \$internal\_company\_abbreviated\_name.** In addition, \$internal\_company\_abbreviated\_name may terminate this Agreement at any time, for convenience and without cause and without the occurrence of a default, upon written notice to Contractor. Upon any such termination, \$internal\_company\_abbreviated\_name will only be liable to pay for completed Services performed in accordance with any then outstanding SOW prior to termination; provided that if the fee set forth in any such SOW is a fixed amount, \$internal\_company\_abbreviated\_name will pay the fee based upon the proportion of such SOW that has been completed in accordance with the SOW.

**4.4 Survival of Provisions.** Sections 2; 4.4, 4.5, 5, 6, 7, 8, and 9 will survive any expiration or termination of this Agreement.

**4.5 Effect of Expiration or Termination.** Upon expiration or termination of this Agreement for any reason without request, or at any time upon \$internal\_company\_abbreviated\_name's request, Contractor will promptly deliver to \$internal\_company\_abbreviated\_name all Deliverables (as defined below), whether complete or incomplete, and all hardware, software, tools, equipment, documentation, or other materials provided for Contractor's use by the \$internal\_company\_abbreviated\_name.

## **5. PROPRIETARY RIGHTS**

**5.1 Ownership of Deliverables.** \$internal\_company\_abbreviated\_name is and will be, the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement, including any deliverables set out in any SOW (collectively, the "Deliverables"), including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights (collectively "Intellectual Property Rights") therein. The Deliverables are specifically ordered and commissioned and are and will be a "work made for hire" (as defined in 17 U.S.C. § 101) for \$internal\_company\_abbreviated\_name. If, for any reason, any of the Deliverables or any portion thereof do not constitute a "work made for hire," Contractor hereby irrevocably assigns to \$internal\_company\_abbreviated\_name, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.

**5.2 Moral Rights.** To the maximum extent permitted by law, Contractor waives all moral rights in the Deliverables. If the foregoing waiver is or may be inoperative or unenforceable, Contractor hereby covenants not to assert any such moral rights and not to bring any claim, action, or proceeding to enforce such moral rights.

**5.3 Disclosure.** Contractor will make full and prompt disclosure to \$internal\_company\_abbreviated\_name of any inventions or processes, as such terms are defined in 35 U.S.C. § 100, made or conceived by Contractor alone or with others during the Term, whether or not such inventions or processes are patentable or protected as trade secrets and whether or not such inventions or

processes are made or conceived during normal working hours or on the premises of \$internal\_company\_abbreviated\_name. Contractor will not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of \$internal\_company\_abbreviated\_name.

**5.4 Further Actions.** Upon the request of \$internal\_company\_abbreviated\_name, Contractor will promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist \$internal\_company\_abbreviated\_name to prosecute, register, perfect, record, or enforce its rights in any Deliverables. If \$internal\_company\_abbreviated\_name is unable, after reasonable effort, to obtain Contractor's signature on any such documents, Contractor hereby irrevocably designates and appoints \$internal\_company\_abbreviated\_name as its agent and attorney-in-fact, to act for and on Contractor's behalf solely to execute and file any such application or other document to protect or perfect \$internal\_company\_abbreviated\_name's Intellectual Property Rights in the Deliverables. This power of attorney is coupled with an interest.

**5.5 Pre-Existing Work.** Without \$internal\_company\_abbreviated\_name's prior written consent, Contractor will not include in the Deliverables any inventions or developments made by Contractor prior to the effective date of the applicable SOW ("Pre-Existing Work"). To the extent \$internal\_company\_abbreviated\_name permits Contractor to incorporate any Pre-Existing Work in any Deliverables, Contractor hereby grants \$internal\_company\_abbreviated\_name a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully paid-up license to (a) use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such Pre-Existing Work, (b) adapt modify and create derivative works of such Pre-Existing Work, and (c) sublicense the foregoing rights.

**5.6 Employee Agreements.** Contractor will require each of its employees to execute written agreements securing for \$internal\_company\_abbreviated\_name the rights provided for in this Section 5 prior to such employee providing any Services under this Agreement.

## **6. PUBLICITY; CONFIDENTIAL INFORMATION**

**6.1 Publicity.** Contractor will not use any trade name, trademark, service mark, or logo of \$internal\_company\_abbreviated\_name (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without \$internal\_company\_abbreviated\_name's prior written consent or as described herein. Contractor will not issue press releases or publicity relating to \$internal\_company\_abbreviated\_name or this Agreement or reference \$internal\_company\_abbreviated\_name or its affiliates in any brochures, advertisements, client lists or other promotional materials without \$internal\_company\_abbreviated\_name's prior written consent.

**6.2 Treatment of Confidential Information.** Contractor and its representatives: (a) will protect and keep confidential the existence of the terms and conditions of this Agreement and any other information obtained from \$internal\_company\_abbreviated\_name in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary, including information from third parties that \$internal\_company\_abbreviated\_name is obligated to keep confidential ("Confidential Information"); (b) will use Confidential Information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement; and (c) will return all such information to \$internal\_company\_abbreviated\_name promptly upon the termination of this Agreement without request, or at any time upon request by \$internal\_company\_abbreviated\_name. All such information will remain \$internal\_company\_abbreviated\_name's exclusive property, and Contractor will have no rights to use such information except as expressly provided herein.

**6.3 HIPAA Compliance.** Contractor will maintain the privacy and security of any personal information regarding participants in any health plans sponsored by \$internal\_company\_abbreviated\_name in accordance with all applicable statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and any rules and regulations promulgated thereunder, and best industry practices, should Contractor have access to or learn of such information in performing the Services. Contractor will maintain appropriate technical and organizational measures intended to prevent the unauthorized or unlawful access to such information and the accidental loss of or damage to such information. Upon request of \$internal\_company\_abbreviated\_name, Contractor will enter into a Business Associate Agreement with \$internal\_company\_abbreviated\_name, the terms of which will comply with HIPAA.

## **7. REPRESENTATIONS; INDEMNIFICATION**

**7.1 Contractor’s Representations.** Contractor represents and warrants that: (a) it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services, Deliverables, and other materials provided by or on behalf of Contractor will not violate or infringe any third party’s Intellectual Property Rights; (c) it and its employees, subcontractors and representatives will comply, at Contractor’s sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations, and orders of any governmental authority having jurisdiction over Contractor’s performance of the Services (“Laws”), and will hold and fully comply with all required licenses, permits, and approvals; (d) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, or Laws that are violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; (e) all employees, subcontractors, and representatives are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws; (f) \$internal\_company\_abbreviated\_name will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind; and (g) engagement of Contractor pursuant to this Agreement will not, to the best of Contractor’s knowledge, violate the \$internal\_company\_abbreviated\_name Conflict of Interest Policy, a copy of which is attached to this Agreement as Exhibit B.

**7.2 Indemnification.** Contractor will indemnify, defend, and hold \$internal\_company\_abbreviated\_name and its subsidiaries, affiliates, and their respective former and current directors, officers, employees, agents, successors, and assigns (“\$internal\_company\_abbreviated\_name Indemnified Parties”) harmless from and against any allegation, claim, demand, action, arbitration, or suit based on, and any loss, damage (including property damage, bodily injury, and wrongful death), judgments, costs, and expenses (including reasonable attorneys’ fees, interest, and penalties relating thereto or incurred in providing the right to relief under this Section) (collectively “Claims”) arising from: (a) any claim that the Deliverables misappropriates, violates, or infringes any third-party Intellectual Property Right; (b) any claim that Contractor’s acts or omissions resulted in bodily injury, death of any person, or damage to real or tangible, personal property; (c) Contractor’s failure to comply with any applicable Laws; or (d) any breach or alleged breach by Contractor of any representation, warranty, covenant, or obligation under this Agreement. The foregoing indemnification, defense, and hold harmless obligation does not apply solely to the extent such Claim results from any written materials or information provided by \$internal\_company\_abbreviated\_name to Contractor for use in performing the Services. Contractor’s duty to defend is independent of its duty to indemnify. Contractor’s obligations under this section are independent of all its other obligations under this Agreement. \$internal\_company\_abbreviated\_name, at its sole election, may (i) defend any Claims with counsel of its choosing or (ii) tender any Claims to Contractor for defense, in which case Contractor will use counsel reasonably satisfactory to \$internal\_company\_abbreviated\_name to defend such Claims and \$internal\_company\_abbreviated\_name will reasonably cooperate (at Contractor’s expense) with Contractor in such defense; provided, however, that, in either case of (i) or (ii), (A) all fees, costs, and expenses for

such defense will be Claims hereunder and (B) neither \$internal\_company\_abbreviated\_name nor Contractor will consent to the entry of any judgment or enter into any settlement with respect to any such Claims without the prior written consent of the other party, not to be unreasonably withheld. \$internal\_company\_abbreviated\_name may satisfy obligations of Contractor hereunder (in whole or in part) by way of a deduction of any payment due to Contractor.

**7.3 Insurance.** Contractor will maintain in force adequate workman's compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to \$internal\_company\_abbreviated\_name, with policy limits sufficient to protect and indemnify \$internal\_company\_abbreviated\_name and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, and controlling persons, from any losses resulting from the conduct, acts, or omissions of Contractor or Contractor's agents, servants, or employees. Contractor will cause \$internal\_company\_abbreviated\_name to be listed as additional insured under all such policies, and Contractor will forward a certificate of insurance verifying such insurance upon \$internal\_company\_abbreviated\_name's written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-day notification period and that \$internal\_company\_abbreviated\_name will be immediately notified in writing of any such notice of termination. If the policy is a "claims made" policy, Contractor will endeavor to maintain the policy or a replacement policy for an additional period of three years beyond the termination of this Agreement. If such insurance is cancelled, the Contractor will promptly notify \$internal\_company\_abbreviated\_name.

## **8. LIMITATION OF LIABILITIES**

EXCEPT TO THE EXTENT THE SAME ARISE OUT OF A BREACH OF SECTIONS 5 OR 6 AND CONTRACTOR'S OBLIGATIONS ARISING UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES.

## **9. GENERAL PROVISIONS**

**9.1 Non-Solicitation.** Contractor will not directly or indirectly solicit any employee of \$internal\_company\_abbreviated\_name during the Term and for a period of 12 months after its completion, except with the prior written consent of \$internal\_company\_abbreviated\_name.

**9.2 Notices.** Any notice or information required or permitted to be given hereunder will be in writing and may be given by personal delivery or overnight courier addressed to the party to whom it is to be given as follows:

**In the case of Contractor:**

\$company\_name  
\$address\_1\_and\_2\_comma\_formatted  
\$city0, \$state\_province \$zip\_or\_postal\_code0  
Attention: \$party\_main\_contact

**In the case of Trust:**

\$internal\_company  
Attention: Executive Director  
215 Columbia St., Suite 300  
Seattle, WA 98104

Notice is effective: (a) when delivered personally, or (b) on the business day after sending by a nationally recognized courier or overnight delivery service. A party may change its notice address by giving notice in accordance with this section.

**9.3 Assignment.** Without \$internal\_company\_abbreviated\_name's prior written consent, Contractor may not (a) subcontract, assign, or delegate this Agreement or any rights or duties hereunder to any other person or entity or (b) hire any person to perform any SOW. Contractor acknowledges that \$internal\_company\_abbreviated\_name has entered into this Agreement in reliance on Contractor's ability and agreement to perform Contractor's obligations accurately, competently, and completely. Any attempt by Contractor to assign in violation of this section is void in each instance. \$internal\_company\_abbreviated\_name may assign its rights and obligations hereunder at its sole discretion.

**9.4 Governing Law; Venue.** This Agreement is governed by Washington law, excluding its conflicts of law rules, except to the extent that such law is preempted by applicable federal law. Contractor hereby irrevocably submits to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington, for any dispute arising out of this Agreement, waives all objections to jurisdiction and venue of such courts, and agrees not to commence or prosecute any such dispute other than in such courts.

**9.5 Severability; No Waiver.** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

**9.6 Cumulative Rights; Construction; Entire Agreement; Amendment; Counterparts.** The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular. The words "hereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole, including exhibits and schedules hereto, and not to any particular provision of this Agreement. When a reference is made in this Agreement to Annexes, Articles, Exhibits, Sections, or Schedules, such reference will be to an Annex, Article, Exhibit, Section, or Schedule to this Agreement unless otherwise indicated. The words "include," "includes," and "including" will be deemed in each case to be followed by the words "without limitation." Pronouns in the masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. This Agreement and any SOWs entered into in accordance with the terms of this Agreement constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings, and discussions relating to the Services. No modification of this Agreement is binding unless it is in writing and signed by \$internal\_company\_abbreviated\_name and Contractor. This Agreement may be executed by facsimile or electronic scan and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument. Each person who signs this Agreement on behalf of a party represents and warrants that he or she has the authority to enter into this Agreement on behalf of the party and bind the party in accordance with its terms.

*[Signature Page Follows]*

## SIGNATURE PAGE–MASTER SERVICES AGREEMENT

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed as of the date first above written.

**\$internal\_company**

**\$company\_name**

\_\_\_\_\_  
\$internal\_signer\_full\_name  
\$internal\_signer\_title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Title