

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NUMBER: _____

INDEPENDENT CONTRACTOR / CONTRACTING FIRM INFORMATION

Independent Contractor or Contracting Firm Name:	Social Security (U.S.) or N.I. Number or Taxpayer ID (REQUIRED)	
	Name as it appears on Social Security or W9 (W9 REQUIRED)	
Business Address:	W-9 Attached	<input type="checkbox"/> Yes <input type="checkbox"/> No
Business Phone:	Is Taxpayer a Non-Resident Alien?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	If Yes, has Contractor supplied RS Form W-8BEN or IRS Form 8233?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is there any known relationship between any Synagogue employee and the supplier that could constitute a conflict of interest?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Congregation Beth David	Mailing Address: 19700 Prospect Road, Saratoga, CA 95070	
Synagogue Contact - Name: [person authorized to approve invoices]	Title	
	Email	
Synagogue Backup Contact - Name: [person authorized to approve invoices]	Title	
	Email	

SERVICES

ATTACHMENTS	Exhibit A: Statement of work (SOW)
PAYMENT	As set out in the attached SOW

Terms and Conditions

Congregation Beth David and Contractor desire to enter into this Agreement to provide for each party's responsibilities with respect to the services described on **Exhibit A**, attached hereto, and incorporated herein by this reference. In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1 Contractor Responsibilities; Fees. Contractor will perform the Services to the reasonable satisfaction of Congregation Beth David. Assuming such satisfactory performance, Congregation Beth David shall pay Contractor the amount set forth on **Exhibit A** within 45 days following the completion of the Services by check. Contractor is an independent contractor and shall be solely and personally responsible for all federal, state, and local taxes, contributions, and other liabilities with regard to such payments.

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2 Term. The term of this Agreement shall be **only** from the date of this Agreement until completion of the Services and payment therefor by Congregation Beth David.

3 Ownership of Work Product. Contractor grants to Congregation Beth David a license to use Contractor’s presented material within its membership. This license does not include any sub-license rights.

4 Relationship. The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent, or partnership. Contractor shall in no way become an employee of Congregation Beth David pursuant to this Agreement. Neither party shall have the authority to nor shall either party attempt to create or assume any obligation by or on behalf of the other party.

5 Expenses. Except as expressly provided to the contrary in the attached SOW, all expenses incurred by the parties shall be the sole responsibility of the party who ordered the service or incurred the particular expense.

6 Miscellaneous. This Agreement may not be assigned without the written consent of the other party. Contractor’s services are personal in nature and may not be assigned or delegated to any other person. This Agreement represents the entire Agreement between the parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the parties hereto. Upon execution, this Agreement will be a valid and binding obligation of each party and enforceable in accordance with its terms. Contractor shall maintain insurance in such amounts and of such types as are customarily held by persons engaged in the same or a similar kind of business similarly situated.

Congregation Beth David:	Contractor:
Signature:	Signature:
Name:	Name:
Title: President or Assigned Delegate	Title:
Date:	Date:
Notice Address: 19700 Prospect Road, Saratoga, CA 95070	Notice Address:
	Attn:

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Exhibit A

This Statement of Work is governed under the Terms and Conditions of the Professional Service Agreement, noted above, between Synagogue and Contractor and is fully incorporated therein. All terms used in this Statement of Work, and not otherwise defined, will have the same meaning as in the Professional Service Agreement.

1. TERM OF SOW:

Commencing Date:	
Ending Date:	

2. RESOURCES ASSIGNED TO THIS SOW

a) Project Managers

The Project Managers will be the persons authorized to act as the primary point of contact for Synagogue and Contractor and will be responsible for their company's performance under this SOW.

Synagogue Project Manager:

Name:	
Title:	
Phone Number:	
E-Mail Address:	

Contractor Project Manager:

Name:	
Title:	
Phone Number:	
E-Mail Address:	

3. SCOPE OF WORK:

- a. Summary of the work to be performed by and expectations for the Contractor.

- b. Detailed description of the deliverables to be provided by the Contractor.

- c. Detailed specifications of the deliverables to be provided by the Contractor.

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4. MILESTONES OF SERVICES TO BE DELIVERED UNDER THIS SOW:

a) Contractor Responsibilities:

Milestones and Deliverables: What are the key expectations—quarterly, monthly, etc.

#	Milestone(s) and/or Deliverable(s)

b) Synagogue Responsibilities:

Provide space for the sessions; copying of materials as needed

5. OTHER TERMS AND CONDITIONS THAT SHALL APPLY TO THIS SOW

a) Instructional Materials: If Contractor retains any rights in instructional materials, (as defined in above mentioned Professional Services Agreement) or rights in advertising materials, so describe such rights. (if applicable)

b) Copyrights: Describe each party's rights to copyright any software developed or any modifications or enhancements to existing software developed under this SOW. (if applicable)

FEE AND BILLING SCHEDULE:

Check one:

<input type="checkbox"/> Fixed fee with payment schedule	<input type="checkbox"/> Lump Sum, one invoice	<input type="checkbox"/> Time & Materials, paid on milestones	<input type="checkbox"/> By Invoice <i>Last invoice by no later than June 15.</i>
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Agreement Sum and Billing Schedule:

Billing schedule		
Phase/Milestone	Amount	Date
Reimbursed Expenses (i.e. Travel, lodging, meals, etc)		
Total Agreement Sum (NTE):		

No change to the scope of work in this SOW, changes to Fees or Term will be effective unless made in an Amendment, agreed, dated and signed by both parties.