

Letter of Agreement

DATE

This letter will serve as a memorandum of agreement for the period of DATE through DATE during which CONSULTANT will provide the following consulting services to ORGANIZATION.

Summary of Services

CONSULTANT will consult with (designated staff liaison) of ORGANIZATION, to provide the following grant writing services from my office and by telephone and written communication:

- CONSULTANT will research potential government, private, community and corporate foundations, and other funding sources;
- CONSULTANT will obtain proposal guidelines and applications; establish initial contact with funders, and attend potential funding meetings;
- CONSULTANT will write and edit grant proposals, letters of intent and online submissions (including needs statement research, recommendation of objectives, outcomes and evaluation techniques, etc.). Will package and/or electronically submit applications on behalf of the ORGANIZATION when authorized to do so;
- CONSULTANT will meet/correspond with staff, as needed;
- CONSULTANT will create evaluation tools and prepare funder reports, as needed.

Cancellation

The parties agree that the provisions of this addendum shall be made part of and incorporated in the contract as if fully set forth in the contract itself. The parties further agree that the following terms and conditions shall supersede and control any provisions in the contract that are contrary to or inconsistent with the terms of this addendum. Therefore, the parties further agree as follows:

(1) **Charity's right to cancel this contract:** It is understood by the parties that ORGANIZATION has the right under New York State law to cancel this contract and that ORGANIZATION is not required to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, ORGANIZATION may cancel this contract without cost, penalty or liability if ORGANIZATION notifies CONSULTANT in writing.

(2) **Period during which contract may be cancelled:** Since CONSULTANT is registered with the Attorney General's Bureau at the time this contract is being signed, ORGANIZATION may cancel this contract at any time up to and including the fifteenth day after this contract was filed by CONSULTANT with the Attorney General's Charities Bureau, regardless of the execution date of the contract.

(3) **Procedure for canceling this contract:** To cancel this contract ORGANIZATION must give written notice of cancellation to CONSULTANT written notice of cancellation. This notice may be in the form of a letter stating that the ORGANIZATION does not intend to be bound by the contract. The notice of cancellation may be hand-delivered, e-mailed or mailed to CONSULTANT. If mailed, it must be sent to CONSULTANT & ADDRESS. ORGANIZATION must also mail a copy of the notice of cancellation to the Attorney General's Charities Bureau at New York State Department of Law, Office of the Attorney General, Charities Bureau, The Capitol, Albany, NY 12224.

Likewise, should CONSULTANT want to cancel this agreement, CONSULTANT will provide notice in writing to ORGANIZATION in the form of a letter, hand-delivered, e-mailed or mailed.

(4) **When the cancellation is effective:** If the notice of cancellation is hand-delivered or e-mailed, the cancellation is effective as soon as it is delivered/sent to CONSULTANT. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage prepaid, in a mailbox.

CONSULTANT will provide ORGANIZATION 15 days notice in writing, should CONSULTANT for any reason, choose to end its agreement.

As stipulated by New York State Executive Law, CONSULTANT will not have access to contributions or other receipts from a solicitation or authority to pay expenses associated with a solicitation, and will not directly solicit contributions.

Confidentiality

During the term of the agreement, CONSULTANT shall not use or disclose to any person or organization, without prior written consent from ORGANIZATION, any trade secrets or other confidential information relating to ORGANIZATION that CONSULTANT may acquire during the performance of the services.

Records

Any documents (e.g. grants, brochures, newsletters, PR, development plans) prepared by CONSULTANT in performing services to the ORGANIZATION shall belong to ORGANIZATION and shall be made available to ORGANIZATION upon request.

Fees for Services

The fee for CONSULTANT to provide the above described services to ORGANIZATION is \$80 an hour times the number of hours submitted per month. No work shall be performed and billed unless verbally agreed upon between parties. There will be a maximum charge of \$15,000 during the contract period, at which time it is understood that the board of directors would need to authorize all future invoices above that amount.

CONSULTANT shall submit a detailed invoice to ORGANIZATION for the number of hours worked during the billing period on the 30th of each month, with a payment term of net 30 days. Project estimates are available upon request. Any additional work, if agreed upon prior, will be billed at a rate of \$xx hr.

Expenses

Reimbursement for items and supplies (e.g. office supplies, film processing, gifts) purchased on behalf of ORGANIZATION will be charged. All expenses are to be pre-approved.

Reimbursement for telephone/fax, postage/courier services and reproduction of materials will be charged if a project requires other than routine business expenses, such as a special mailing or extensive photocopying. Reimbursement for travel (mileage at \$.xx/per mile), parking, tolls, etc. will be charged if these expenses occur outside of Westchester County.

Such charges will be billed separately, with a payment term of net 30 days.

Approval

If the above is acceptable, please sign this letter of agreement and return the original to our office or fax it to me at (XXX) XXX-XXXX. After I sign, a copy will be sent to you for your files.

Thank you.

For ORGANIZATION

Print Name and Title

Date

Signature

For ORGANIZATION:

Print Name and Title

Date

Signature

ORGANIZATION