

## **ENGAGEMENT AGREEMENT FOR CONTRACTED SERVICE**

This **AGREEMENT**, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2010 by and between The Keystone State Reading Association (KSRA) and \_\_\_\_\_ (the contractor).

**WHEREAS**, KSRA, a non-profit organization constituted in the Commonwealth of Pennsylvania, desires to engage the contractor to perform certain tasks to aid KSRA in the accomplishment of its mission,

**WHEREAS**, the contractor desires to be engaged by KSRA,

**NOW, THEREFORE** in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Definitions**
  - a. **Approved Paid Hours** – Those hours worked by the Contractor, submitted to the Treasurer and approved by the President.
  - b. **Board of Directors** – The governing body of KSRA, as defined in the bylaws of that organization.
  - c. **Council** – The local Literacy related organizations, which comprise KSRA.
  - d. **Executive Committee** – The advisory body for KSRA.
  - e. **IRS** – The Internal Revenue Service
  - f. **President** – The duly elected head officer of KSRA.
2. **The Work** The contractor shall perform the tasks and duties as described by the KSRA President and/or Executive Board.
3. **Payment** The contractor will be paid at the rate of EIGHTEEN DOLLARS (\$18.00) per Approved Paid Hour, provided the total payments do not exceed TEN THOUSAND DOLLARS (\$10,000.00) annually. Payment shall be made by KSRA to the Contractor by check no later than thirty days from approval.
4. **Confidentiality** In the course of performing the tasks assigned, the Contractor will be obtaining confidential information that is and remains the sole property of KSRA. The Contractor agrees to hold such information confidential for the term of this agreement and for five (5) years following and will not disclose such information to any unauthorized party or use the information in any unauthorized manner.

5. **Tangible Property** To assist the Contractor in performing the Work, certain equipment and systems, such as telephone, fax machines, computers and computer software may be provided by KSRA. All such items remain the property of KSRA and must be returned, in working order, at the end of this agreement.
6. **Intellectual Property** All lists, records, computer programs and similar information and systems provided by KSRA or developed to perform the assigned tasks or conduct KSRA business are, and remain, the exclusive property of KSRA. The contractor agrees not to use this property in any way not authorized and at the end of this agreement, to return all such property to KSRA, in usable form, retaining no copies.
7. **Performance Review** The Contractor's performance will be reviewed periodically by the KSRA President and/or Executive Board.
8. **Terms and Termination**
  - a. The term of this agreement begins on the effective date and ends \_\_\_\_\_.
  - b. It will terminate automatically on the ending date, unless extended by mutual agreement.
  - c. Either party may terminate this agreement with thirty days notice.
9. **Independent Contractor** The Contractor is and remains an independent contractor. The Contractor is not authorized to act as the agent for KSRA, except as herein noted, nor make any contract, warranty or representation on the behalf of KSRA.
10. **Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.
11. **General Provisions**
  - a. **Non-assignability** – The rights and obligations of the parties under this agreement shall not be assignable.
  - b. **Severability** – If any provision hereof is held unenforceable or void, the remaining provisions shall remain enforceable and enforced in accordance with their terms.
  - c. **Entire Agreement** – This Agreement constitutes the entire agreement between the parties with respect to the matter hereof and supersedes all prior agreements, understandings and representations of the parties, oral or written.

- d. Waivers – The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right hereunder shall not constitute a waiver of that provision or right or any other provision or right.
- e. Amendment – This Agreement may not be modified, supplemented or amended except by as written instrument signed by both parties.

**In Witness Whereof**, the parties have executed this Engagement Agreement as of its effective date.

Title :	Name (printed)	Signature
KSRA President	_____	_____
Contractor	_____	_____
IRA Coordinator	_____	_____

**Date of Agreement:** \_\_\_\_\_