



NONPROFIT COORDINATING
COMMITTEE OF NEW YORK

Nonprofit Coordinating Committee of New York Nonprofit Toolbox Consultant/Vendor Listing and Participation Agreement

THIS AGREEMENT is made this day of _____, 20 ____, between the Nonprofit Coordinating Committee of New York, Inc. ("NPCC"), being a duly formed nonprofit, 501(c)(3) tax-exempt organization existing under the laws of New York State, having its place of business at 135 West 36th Street, 15th Floor, New York, NY 10018, and _____ ("Consultant/Vendor"), being a business desirous of supporting the nonprofit sector and in having this opportunity to advertise and market its services through NPCC, having its place of business at _____.

Each of Consultant/Vendor and NPCC shall be a "Party" and, collectively, they shall be "Parties."

WHEREAS, NPCC as a leader of the New York City area nonprofit community is creating a publicly searchable, web-based database of certain providers of outsourced and consulting services to nonprofit organizations (the "Nonprofit Toolbox" or the "Database"), and has the ability, background, experience, and expertise to conduct the activities covered under this agreement; and

WHEREAS, Consultant/Vendor desires to enter into this marketing opportunity participation agreement with NPCC to advertise their business through NPCC, to offer certain products to NPCC member organizations, and to render services to selected clients in accordance with the terms of this agreement;

NOW THEREFORE, the parties agree as follows:

1. Terms of Recommended Consultant/Vendor Listing.

- a) Consultant/Vendor agrees to join NPCC as a Consultant Member for a membership fee of \$1,200. This membership fee is non-refundable.
 - b) In consideration for being listed in NPCC's Nonprofit Toolbox as a Recommended Consultant/Vendor, Consultant/Vendor agrees to provide a discount for their services to NPCC member organizations as follows: [specifics here]
- _____.

2. Submission of Information. This Agreement shall be accompanied by a Consultant/Vendor Questionnaire (the "Questionnaire"). Consultant/Vendor shall answer all questions on the Questionnaire, and provide any further information requested by NPCC, to the best of Consultant/Vendor's abilities. Consultant/Vendor agrees to list all products and services available to clients on the Questionnaire and acknowledges and agrees that products or services not listed on the Questionnaire will not be included in the online listing. Consultant/Vendor acknowledges and agrees that NPCC will take information from the Questionnaire to populate a standard description of the Consultant/Vendor for the Nonprofit Toolbox Listing. Consultant/Vendor will be given an opportunity to review this description and make ministerial changes; however, Consultant/Vendor agrees that NPCC will have final say in the format and content of the information to assure uniformity across consultant/vendor listings. In the event NPCC requests an in-person or telephonic interview with Consultant/Vendor, Consultant/Vendor shall promptly make available to NPCC one or more senior executives of

Consultant/Vendor for such interview. Consultant/Vendor acknowledges and agrees that NPCC may conduct a third party background check of Consultant/Vendor and Consultant/Vendor shall cooperate reasonably with any such background check. In the event Consultant/is permitted by NPCC to participate in the Nonprofit Toolbox, Consultant/Vendor shall regularly review its information posted on the website for the Nonprofit Toolbox and promptly provide any required updates to such information in accordance with the website instructions delivered by NPCC to Consultant/Vendor relating to the Nonprofit Toolbox operations. Consultant/Vendor acknowledges that all information provided to NPCC with respect to its participation in the Nonprofit Toolbox may be made publically available by NPCC.

3. No Guaranty of Participation. The applicant Consultant/Vendor understands that there is no guarantee of participation in the Nonprofit Toolbox, even after paying the Consultant Member fee, and that NPCC reserves the right to accept or reject any applicant for any reason. In the event NPCC selects Consultant/Vendor as a participant in the Nonprofit Toolbox, such selection may be revoked by NPCC at any time, in its sole discretion, for any reason or no reason, upon not more than ten [10] business days' notice. In the event Consultant/Vendor is selected as a participant in the Nonprofit Toolbox, Consultant/Vendor may terminate its participation by requesting such termination to NPCC at Attention: Knowledge Manager. Upon its receipt of such a written notice, NPCC will remove Consultant/Vendor from the Nonprofit Toolbox database within ten [10] business days. Under no circumstances will NPCC return the Consultant Member membership fee.

4. Trademark License. If selected as a recommended consultant/vendor, Consultant/Vendor hereby grants NPCC a non-exclusive, royalty free, worldwide, license to use Consultant/Vendor's trademarks and service marks (the "Marks") in the listing on the Nonprofit Toolbox database. Consultant/Vendor shall have the right to review and approve such uses of the Marks by NPCC prior to posting, provided that, once such use is approved by Consultant/Vendor, similar uses by NPCC shall be deemed approved until such time as Consultant/Vendor revokes such approval by delivering notice of such revocation to NPCC.

5. Consultant/Vendor Representations. Consultant/Vendor represents and warrants to NPCC that it has the right, power and authority to enter into this agreement and provide the information and license to the Marks as described herein. Consultant/Vendor further represents and warrants that the information submitted by Consultant/Vendor on the Questionnaire and in any other NPCC request, is true and accurate. In the event Consultant/Vendor learns that any information submitted to NPCC is inaccurate, it shall promptly notify NPCC and provide corrected information.

6. Termination of the Recommended Consultant/Vendor Listing.

- a) The "term" of the Recommended Consultant/Vendor listing begins on the effective date of [Enter Date] and shall continue for a period of one (1) year from the effective date.
- b) This agreement will be available for renewal via NPCC invoice to be mailed three [3] months before the expiration date.
- c) This agreement fully sets forth the understanding between NPCC and Consultant/Vendor. No other representations, promises or agreements are made except as may be in writing and signed by authorized representatives of NPCC and Consultant/Vendor.
- d) The agreement may also be terminated by either Party as outlined in paragraph 3.

7. DISCLAIMER. NPCC shall provide the Nonprofit Toolbox "as is," "as available". Participation in the Nonprofit Toolbox shall be at Consultant/Vendor's own risk. NPCC makes no

representations or warranties whatsoever with respect to the nonprofit toolbox. NPCC specifically disclaims all warranties of merchantability, fitness for a particular purpose and non-infringement. NPCC makes no warranties that the Nonprofit Toolbox will be error free, virus free or continuously available. NPCC shall have the right to terminate the Nonprofit Toolbox at any time without notice. NPCC shall have no liability to Consultant/Vendor for direct, indirect, consequential or punitive damages, including, without limitation, lost profits or loss of data, whether in contract, tort or otherwise, in connection with this agreement or the operation of the Nonprofit Toolbox.

8. Indemnity. Consultant/Vendor shall indemnify, defend and hold harmless NPCC and its affiliates and each of their respective shareholders, members, officers, directors and employees (each and "Indemnified Party" and, collectively, the "Indemnified Parties") from any and all claims, damages, losses, fees, costs and expenses, including, without limitation, reasonable attorneys' expenses and fees (collectively, "Losses"), incurred by any Indemnified Party arising out of or in connection with Consultant/Vendor's performance under this Agreement or Consultant/Vendor's participation in the Nonprofit Toolbox.

9. Assignment. This Agreement shall be binding to each Party's successors if there may be a change in leadership.

10. Governing Law; Jurisdiction. This agreement shall be governed by, and construed in accordance with, the laws of the state of New York, without regard to conflict of laws principles. The parties hereto consent to be subject to the non-exclusive jurisdiction of the state and federal courts located in New York County, New York.

11. Severability. The invalidity or unenforceability of any part of this Agreement shall not affect the validity or enforceability of the other parts of this agreement, which shall remain in effect. If any provisions of this Agreement shall be deemed to be unenforceable by any reason, the parties contemplate that the court making such determination shall reduce such extent, duration, scope or other provision, and shall enforce them in their reduced form for all purposes contemplated by this agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. Fully executed fax and emailed copies shall also be considered originals.

(Signature Page Follows)

Each of the Parties hereto has executed this Agreement the day and year first above written.

For: [Consultant/Vendor]

Business/company name: _____

By (Printed Name): _____

Signature: _____

Title: _____

Date: _____

For: Nonprofit Coordinating Committee of New York

By Sharon Stapel, President

Signature: _____

Date: _____