

APA
DIVISION SERVICES OFFICE
SERVICE AGREEMENT

This agreement ("Agreement") is made and entered into this ____ day of _____ by and between the American Psychological Association, Division Services Office, 750 First Street, N.E., Washington, D.C., 20002-4242, herein referred to as APA and _____ (Name of Division), herein referred to as "Division".

WHEREAS, APA has special expertise in the area of providing specific services to its Divisions as set forth on Attachment A Scope of Services; and

WHEREAS, Division and APA wish to enter into an Agreement for APA to provide such services as requested by Division as set forth on Attachment A, under the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Responsibilities of APA/Scope of Work

- a) APA shall perform those tasks as outlined in the Statement of Work/Schedule of Services attached hereto as Attachment B. The Statement of Work/Schedule of Services, which includes all services to be provided by APA, is hereby incorporated into and forms an integral part of this Agreement, subject to such other provisions to the contrary as may be contained herein.
- b) APA and the Division shall agree on an annual Statement of Work/Schedule of Services prior to the start of the new year. Any agreement for additional compensation to APA shall be set forth in a written instrument executed by both parties.

2. Responsibilities of Division

- a) Inform staff and others of APA's role, status and duties within the organization; provide and facilitate access to staff and other persons when needed for progression and completion of contracted work;
- b) Meet routinely with APA to review work, set priorities, determine schedules and discuss other issues related to the contract work;
- c) Furnish organizational information and documentation as needed for the progression and completion of work; assure APA's knowledge of organizational activities and priorities within the scope of APA's work; and,
- d) The Division understands that effective performance by the APA may be dependent on the Division providing all necessary information, forms, membership lists, or other materials required or reasonably requested by APA.

3. Compensation

In consideration of the products and services provided to Division, Division shall pay APA pursuant to the payment schedule set forth on Schedule B, Statement of Work/Schedule of Services. These services will be invoiced in the first quarter of each year and payable within thirty (30) working days of receipt.

Division may request additional services throughout the year from Schedule A,

Description of Services. Upon completion of these additional services, , APA shall submit an invoice to the Division accompanied by supporting documentation or other proof of the task completion/cost incurrence for which payment is due. Invoices shall be payable within thirty (30) working days of receipt.

4. Period of Performance

APA agrees to commence performance under this Agreement on or after January 1, 2012, and such performance shall continue until this Agreement is terminated pursuant to Section 12 below.

5. Indemnification

APA and Division agree to indemnify, defend, and hold harmless the other party, its successors, assigns, transferees, officers, directors, employees, agents, affiliates, and subsidiaries from any and all loss, liability, damage, and expense (including reasonable attorney's fees), resulting directly or indirectly, from any claims or lawsuits arising out of or in connection with the indemnifying party's performance under this Agreement, or arising out of indemnifying party's breach of any of its obligations or warranties under this Agreement, unless the other party is legally adjudged to have acted intentionally, recklessly, or grossly negligent in connection with the circumstances giving rise to the indemnifying party's liability. The parties agree to give the other immediate notice of any suit or action filed or of any claim made against the notifying party arising out of or in connection with this Agreement. This paragraph shall survive termination of this Agreement.

6. Assignment

APA shall not assign, transfer, subcontract or convey any interest in this Agreement, in whole or in part, without Division's prior written consent. However, certain services may be subcontracted out (e.g. printing, catering, publishing, etc.) as APA deems necessary to fulfill the responsibilities outlined in this Agreement.

7. Compliance with Law

Division and APA agree that, with respect to the subject matter of this Agreement, each shall comply with all applicable laws and regulations and shall duly observe all valid requirements of governmental authorities, and each agrees to cooperate with the other with respect to such compliance requirements.

8. Notices

All notices which are required or may be given pursuant to this Agreement shall be delivered, or shall be mailed, postage prepaid, as follows:

To Division: (Current President and President-Elect)
Address on File in Division Services Office

To APA:

American Psychological Association
Division Services Office
750 First Street, N.E.
Washington, D.C. 20002-4242

9. Waiver

Waiver of any breach of this Agreement or of any term or provision hereof must be in writing, and no such waiver shall either imply or constitute the waiver of any subsequent breach or the waiver of any other term or condition herein.

10. Severability

In the event that any provision of this Agreement shall be held invalid or illegal, the remaining provisions shall remain in force and effect and shall in all respects be binding on the parties.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the law of the District of Columbia, without regard to conflict of law rules.

12. Termination

- a. Division may terminate this Agreement for any reason by providing 60 days' written notice.
- b. APA or the Division may terminate this Agreement on less than thirty (30) days' written notice of termination to the other if a party engages in: destruction of the other's property; falsification of records; violent, abusive or disruptive behavior; harassment; conduct in violation of state or federal laws; fraud or other acts of moral turpitude; or dereliction of duty.
- c. If either party breaches any of the terms or conditions of this Agreement, the non-breaching party may give written notice of such breach, and unless the non-breaching party receives, within five (5) days after the delivery of such notice, evidence of the cure of the breach satisfactory to the non-breaching party, the non-breaching party shall have the right to terminate this Agreement by written notice to the other. Notwithstanding such termination, the non-breaching party reserves any and all rights and remedies that may be available to it at law or equity by reason of the breach. This subparagraph c shall not be applicable to termination under subparagraphs a and b above.
- d. Upon termination under subparagraphs a, b or c above, APA shall immediately stop all work under this Agreement, cease using any title relating to this Agreement, and provide to Division all work product(s) complete up to the date of termination. APA shall be compensated for services rendered on a pro-rata basis.

13. Dispute Resolution

All differences or disputes arising out of or in connection with this Memorandum shall be resolved only through binding arbitration organized and conducted under the authority of the APA Board of Directors, without recourse to a court of law.

14. Excusable Delays

APA shall not be in breach of this Agreement because of any failure in performance if such failure arises out of causes beyond the control and without the fault or negligence of APA. Such causes may include acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of APA. Whenever APA's failure to perform is the result of such a cause, the delivery schedule shall be revised accordingly.

15. Entire Agreement

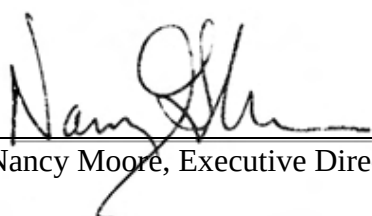
- a) This Agreement together with all Attachments constitutes the entire Agreement between the parties when executed by duly authorized signatories of Division and APA, and shall not be changed, altered or amended except by a written instrument signed by both parties hereto.
- b) The section headings appearing herein are for convenience and ready reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- c) Neither the existence of this Memorandum or anything contained herein shall alter or affect the legal and organizational status of the Division or the Services Office within APA or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed:

(Division Name)

American Psychological Association

(President)



Nancy Moore, Executive Director

Date: _____

Date: _____

SCHEDULE A
STATEMENT OF WORK/SCHEDULE OF SERVICES
FOR CALENDAR YEAR: 2014

Division #: _____

Service	Cost
Basic Membership Package of Services	[to be filled in]
Renewal Mailings	TBD (Based on Actual Mailing Costs)
Additional Estimated Rates (for informational purposes only)	
Bylaws Votes	\$200/ballot
Administrative/Clerical Work	\$24/hour

*Items where cost is "To Be Determined" will be billed at-cost to the division in a quarterly invoice, along with any additions that are agreed to in writing. All other items listed above will be billed in the first quarter of the calendar year.

This Statement of Work/Schedule of Services for Calendar Year 2014 has been accepted by:

 (President)

[DSO Account Manager Name]

Date: _____

Date: _____