

CONTRACT FOR GOODS and/or SERVICES

{Insert Organizational Letterhead Here}

THIS AGREEMENT is made by and entered into between _____
 (Sponsoring Organization)

whose address is _____

and _____, whose address is _____
 (Contractor)

I. THE CONTRACTOR shall:

1. Abide with the terms and conditions set forth in this agreement by:
 - a. Providing the following service: _____
 - b. At the following location(s): _____
 - c. Effective from: ____/____/____ to ____/____/____.
 - d. For a monetary value of: \$_____ per _____.
2. Submit an itemized invoice stating time spent performing the services, description of service or goods rendered and total amount of the invoice.
3. Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to the Act and regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, gender identity, sexual orientation, age, disability or reprisal or retaliation for prior civil rights activity be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program Applicant receives Federal financial assistance from USDA; and hereby gives assurance it will immediately take any measures necessary to fulfill this Agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

II. THE SPONSORING ORGANIZATION shall:

1. Pay the Contractor the amount due, as indicated by the invoice submitted by the Contractor, within (10) days of receipt.
2. Make available Program materials and information necessary to the execution of this agreement.
3. Retain this agreement for a period of three (3) years, or longer if an audit is in progress.

- III. TERMS OF AGREEMENT. This agreement may be terminated upon written notice given by either party hereto to the other, at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of the termination.
- IV. INDEPENDENT CONTRACTOR. Both the Sponsoring Organization and the Contractor agree that the Contractor will act as an Independent Contractor in the performance of its duties under this agreement. Accordingly, the Contractor shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the contractor's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security taxes, unemployment insurance taxes, Gross Receipts taxes, and any other taxes or business license fees as required.

IN WITNESS WHEREOF, the parties hereto have executed this contractual agreement as of the dates indicated below.

Contractor Representative

Sponsor Representative

Date

Date