

Services Agreement

This Services Agreement (the “Agreement”) is made and entered into as of DATE (the “Effective Date”), by and between DataKind, Inc., a corporation organized under the laws of the State of Delaware, having offices at 195 Montague Street, 14th Floor Brooklyn, NY 11201 (“DataKind”), and [INSERT COMPANY LEGAL ENTITY NAME], a [INSERT CORPORATION] organized under the laws of the State of [STATE], having offices at [ADDRESS] (“Client”). Each of DataKind and Client is sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, DataKind is a nonprofit organization that offers data science services to high impact social organizations; and

WHEREAS, Client wishes to receive certain professional services from DataKind, subject to and in accordance with terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Provision of Services. DataKind shall provide Client with certain data science and consulting services relating to Client’s business, as agreed upon by the Parties from time to time and detailed in a Statement of Work (the “SOW”) substantially in the form of SOW #1, which is agreed to by the Parties and attached hereto as Schedule A (collectively, the “Services”). Each SOW shall include a description of Services, a project schedule and milestones and all fees to be paid for such Services.

2. Term and Termination.

(a) This Agreement shall commence on the Effective Date and continue in effect until terminated as set forth hereunder. Provided that no SOWs are then in effect, this Agreement may be terminated by either Party for convenience upon written notice to the other Party. The term for any Services shall remain in effect until the termination date as set out in the applicable SOW.

(b) This Agreement and/or any SOW may be canceled and terminated by either Party upon the other Party’s material breach of any of the terms or conditions of this Agreement or the applicable SOW and failure to cure such breach within thirty (30) days after written notice thereof.

(c) In the event of termination of this Agreement as provided herein, all rights and obligations hereunder shall terminate on the effective date of such termination following notice as required above, except that the termination of this Agreement shall in no way relieve either Party from the obligation to pay the other Party any sums owing hereunder with respect to Services properly performed prior to the date of such termination. In addition, Sections 4, 7, 8 and 9 shall survive the expiration or earlier termination of this Agreement.

3. Fees. No fees will be charged for these services.

4. Intellectual Property.

(a) DataKind shall be the sole and exclusive owner of all rights, title, and interest in and to all results and/or proceeds of the Services provided to Client under this Agreement, together with all related information and/or intellectual property rights (the "Work Product"). The Work Product shall include, without limitation, any ideas, concepts, images, graphics, artwork, and any other information, data, materials and intellectual property developed or prepared in connection with the Services. If any Work Product is deemed to be a "work-made-for-hire," then Client hereby assigns to DataKind all of its right, title and interest in and to such Work Product. Client shall perform all lawful acts requested by DataKind (i) to perfect DataKind's title in and to the Work Product, and (ii) where applicable, to enable DataKind or its nominee to obtain and maintain copyright, patent or other legal protection therefore anywhere in the world.

(b) DataKind hereby grants Client a non-exclusive, perpetual, royalty-free, paid-up license to any Work Product, with the right to grant sublicenses, to make, have made, use, sell, offer to sell, import, copy, distribute and modify such Work Product as necessary in connection with Client's business.

(c) Client hereby grants DataKind a non-exclusive, royalty-free, paid-up license, during the term of this Agreement, to use any content or other materials provided by Client in connection with the Services (the "Client Content") as necessary for DataKind to perform the Services.

5. Publicity. Client agrees that DataKind may issue press releases and make other public announcements or communications to third parties discussing its relationship with Client and this project and that any such announcement will be reviewed for approval from Client before being distributed. DataKind agrees that Client may issue press releases and make other public announcements or communications to third parties discussing its relationship with DataKind and this project and that any such announcement will be reviewed for approval from DataKind before being distributed.

6. Representations and Warranties.

(a) DataKind hereby warrants, represents, and covenants to Client that DataKind has the right to enter into this Agreement and perform its obligations herein.

(b) Client hereby warrants, represents, and covenants to DataKind that Client has the right to enter into this Agreement and perform its obligations herein.

7. Confidentiality. The Parties obligations with respect to confidentiality are set forth in the nondisclosure agreement, signed by the Parties, with an effective date of [INSERT EFFECTIVE DATE] (the "Nondisclosure Agreement"), and is incorporated herein by reference, in its entirety.

8. Liability; Indemnification.

(a) Client assumes liability for, and shall indemnify, defend, protect, save and hold harmless DataKind, its parent companies, divisions, subsidiaries and affiliated divisions and

DataKind

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companies, assigns, and the shareholders, directors, officers, employees, consultants and agents of the foregoing (the “DataKind Indemnified Parties”) from and against any and all third party claims, actions or suits brought against any DataKind Indemnified Party, together with all related costs, liabilities, judgments, obligations, losses, penalties, expenses and damages (including, without limitation, legal fees and expenses) arising out of the actual or alleged infringement or misappropriation of any Client Content.

(b) DataKind assumes liability for, and shall indemnify, defend, protect, save and hold harmless Client, its parent companies, divisions, subsidiaries and affiliated divisions and companies, assigns, and the shareholders, directors, officers, employees and agents (excluding Client’s consultants and independent contractors) of the foregoing (the “Client Indemnified Parties”) from and against any third-party claims, actions or suits brought against any Client Indemnified Party, together with all related costs, liabilities, judgments, obligations, losses, penalties, expenses or damages (including, without limitation, legal fees and expenses) arising out of the actual or alleged infringement or misappropriation by any Work Product of any third party intellectual property right, unless such infringement is caused by any Client Content and would not have occurred but for such Client Content.

(c) IN NO EVENT SHALL DATAKIND BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY LOST PROFITS OR LOST REVENUE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF DATAKIND FOR DAMAGES OR ALLEGED DAMAGES UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT TO DATAKIND IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

9. Miscellaneous Provisions.

(a) Independent Contractor. DataKind shall render services as an independent contractor and nothing contained herein shall create any association, partnership, joint venture, employee or agency relationship between DataKind and Client. In addition, DataKind may, in its sole discretion subcontract or otherwise delegate any of its obligations hereunder, in whole or on part, without Client’s prior approval.

(b) Entire Agreement; Amendment. Except for the Nondisclosure Agreement, this Agreement shall constitute the entire understanding between the Parties with respect to the subject matter hereof, shall supersede any prior agreements between Client and DataKind with respect thereto, and may not be amended except by a writing signed by both Parties.

(c) Governing Law; Dispute Resolution. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws rules applicable to contracts to be performed entirely within the State of New York.

(d) Counterparts. This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which shall be deemed an original, but which together shall constitute one and the same instrument.



(e) Severability. The illegality, invalidity, or unenforceability of such provision shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision, and this Agreement generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each Party has, as of the Effective Date, caused this Agreement to be executed by its duly authorized representative.

DataKind, Inc.

By _____
Name:
Title:
Date of Signature:

CLIENT

By _____
Name:
Title:
Date of Signature:



SCHEDULE A

In partnership with XXXX, DataKind will conduct the following activities:

- > Draft a project brief that provides guidelines and expectations on the project.
- > Conduct a project partner orientation in which DataKind will provide an overview on project process and the role and responsibilities of participants at a project partner.
- > When projects require volunteer teams, DataKind will conduct volunteer recruitment and orientation in order to resource the project appropriately.
- > Draft a project plan based on the project brief as well as the initial findings of our data audit. The project plan will include high level milestones with estimated dates for completion.
- > Conduct exploratory data analysis (EDA) based on the project plan and finalize the plan as appropriate based on this analysis.
- > Once the project is complete, DataKind will provide an insight report and presentation to the project partner. The project partner and DataKind will discuss the best format for the insight report and presentation. This may be in the form of a written report, a webinar, conference call, or powerpoint.

<add additional language about project partner accountabilities>

DATAKIND, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____