

PARTNERSHIP SERVICES AGREEMENT  
BY AND BETWEEN

[PARTNER NAME]

AND

**CADASTA FOUNDATION**

This AGREEMENT (the "Agreement"), effective as of [DATE] (the "Effective Date"), is made by and between **Cadasta Foundation** (Cadasta), having a principal place of business One Thomas Circle, NW, Suite 700, Washington, District of Columbia, 20005, United States of America, and [PARTNER NAME] (Partner), an entity registered under the laws of [COUNTRY], having its registered office at [ORGANIZATIONAL ADDRESS].

Cadasta and Partner, (the "Parties") desire to engage in a partnership to jointly implement [PROJECT NAME] to [PROJECT OBJECTIVE].

**TERM.** The term of this Agreement will begin effective [DATE] ("Effective Date") and terminate on [DATE] ("Termination Date") unless terminated earlier pursuant to this Agreement or extended beyond the designated Termination Date by mutual written agreement of both parties.

**PLACE OF WORK.** Cadasta may work in country or remotely based on project needs, and in line with the Scope of Work in Attachment A of this document. Partner will conduct all work under this agreement in [COUNTRY(IES)].

Now, therefore, in consideration of the mutual promises and undertakings herein set forth, and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

**GENERAL TERMS AND CONDITIONS**

1. Engagement. The Parties agree to perform the work identified in the Scope of Work attached hereto as "Attachment A" ("the Work"). The Parties covenant that they will exert their best efforts to carry out the Work in a professional, workmanlike and timely manner and in accordance with industry standards.

2. Change Requests. At any time during the term of this Agreement, should Partner request any services outside the Scope of Work, it shall do so in the form of a written description of the requested change to the Scope of Work. Cadasta will respond in writing to the Change Request setting out Cadasta's personnel and resources necessary to satisfy the Change Request. Cadasta's response shall also describe the impact, if any, on the completion date and any changes in costs. If Partner accepts the terms set forth in the response, it shall authorize Cadasta, in writing, to proceed with performance of the Change Request and Cadasta will thereupon commence the work required by the Change Request. Each mutually approved Change Request shall be deemed incorporated into this Agreement and shall become part of the Work. In no event shall the Work be deemed altered, amended, enhanced or otherwise modified except in accordance with this paragraph.

3. Designated Personnel. Cadasta shall employ and provide such qualified and experienced personnel as are required to carry out the Work.

4. Financial Terms and Payments. Partner agrees to remit to Cadasta the approved fees and expenses as described in the budget and financial terms, Attachment B. In the case that Cadasta agrees to provide in-kind services or goods, either in whole or in part, the value of these services and goods will be included in Attachment B, even if there is no payment required per the terms of this Agreement. **Any and all reimbursable expenses incurred by Cadasta will be invoiced to [PARTNER NAME] only if [PARTNER NAME] has agreed to covering the expenses, as stated in Attachment B.**

5. Reporting. [PARTNER NAME] agrees to provide updates and feedback to Cadasta on the platform and tool functionality and application, in addition to contributing a success story, highlighting the impact the project has had on an individual, family, and/or community as a result of the project work. Photographs and multimedia are requested and highly encouraged. Where feasible, the partner agrees to support impact evaluations of our work.

6. Relationship of the Parties to Each Other.

6.1. Independent Contractors. Cadasta is an independent contractor, and the employees of one shall not be deemed to be the employees of the other. This Agreement is not intended by the parties to constitute or create a joint venture, formal business organization of any kind, other than a partnership services arrangement, and the rights and obligations of the parties shall be only those expressly stated in this document. Neither party shall have the authority to bind the other except to the extent specifically authorized herein. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either of the parties.

6.2. Liaison. Each of the parties hereunder will designate one or more individuals within its own organization as its representative(s) responsible to direct performance of that party's necessary functions (including receipt and protection of proprietary information) (the "Official Representatives"). Such Official Representative shall have primary responsibility to carry out the requirements and responsibilities of the parties under this Agreement. The parties have the right to change their Official Representatives by notice in writing.

Intellectual Property Rights. All plans, drawings, specifications, designs, reports, other documents /map (collectively referred to as "Project Materials"), and all intellectual property rights in Project Materials and Work produced by Cadasta for this project will belong to Partner. Cadasta hereby assigns and shall cause each person who performs the Work on Cadasta's behalf to assign to Partner all of Cadasta's and such persons' right, title and interest in such deliverables and Project materials created for this project. Dissemination of Project Materials for use in publication, web sites, and conferences will be subject to the permission of Partner and to Cadasta's Privacy Policies (<https://cadasta.org/privacy-policy/>) and Terms of Use (<https://cadasta.org/terms-of-use/>), which Partner must acknowledge and agree to as part of the condition of use of Cadasta's technology and services.

7. Conflict of Interest. Neither Party nor any individual employed or contracted by the Parties shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Arrangement per their organizational Conflict of Interest policies.

8. Indemnification. The Parties agree to indemnify each other and hold each other and their respective affiliates and their respective officers, directors, employees and agents harmless from and against any and all costs, liabilities, risks, damages, injuries, claims, suits, judgments, causes of action and expenses (including reasonable attorneys' fees, court costs and out-of-pocket expenses), suffered or incurred by the other Party related to this Agreement. Such liability includes, but is not limited to, all damages, costs and expenses claimed from or incurred as the result of any claim or proceeding made against the other Party, including with respect to the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any person. The Parties agree that no part of the Work shall infringe the intellectual property rights of any person, including without limitation the intellectual property rights of the Parties.

9. Representations and Warranties. Both Parties represent and warrant to each other as follows:

a Parties shall perform their obligations hereunder in a professional and timely manner and in accordance with accepted industry standards;

b the deliverables and Project materials are original work and to the best of their knowledge, such deliverables do not infringe the intellectual property rights of any third party;

c no portion of such deliverables or Project materials contains or will contain any disabling mechanism or protection feature designed to prevent its use including any clock, timer, counter, computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other codes or instructions that may be used to access, modify, replicate, distort, delete, damage or disable the deliverables or Project Materials, software, computer systems, or any other software or hardware;

10. Insurance. Both Parties shall take out and maintain, at their own cost and during the term of this Agreement, such customary insurance as may be reasonable for commercial risks arising out of the Project, including third party liability insurance. Any insurance coverage required under this Agreement shall be with insurance carriers reasonably acceptable.

11. Non-Solicitation. During the term of this Agreement, and for a period of 1 year thereafter, in order to enable each party to maintain a stable workforce and to operate its business, neither party will solicit or encourage any of the other's employees or contractors to work elsewhere. Nothing herein shall be construed as preventing a party from bringing an action for injunctive relief to prevent or remedy a breach of this paragraph.

12. Confidentiality. During the term of this Agreement, the parties hereto may exchange proprietary and/or confidential information including but not limited to performance, sales, financial, contractual, and technical data, including data and information belonging to each Party or pertaining the Project. All such information will be treated by the parties as proprietary and confidential. Each Party agrees with the other that it shall be true and faithful to the other in all dealings and transactions relating to this Project, and that it will not use for its own benefit or purposes or for the benefit or purpose of any other person, firm, corporation, association or other business entity, any trade secrets or plans belonging to or relating to the affairs of the other, or any information of a proprietary or confidential nature, including but not limited to, the specific contents of the Project, received during preparation or after submission of the Work. The Parties shall use such information only for the purposes of this Agreement and shall not disclose such information to any third party without prior written approval of the other party, with the exception of the minimum number of the receiving party's employees or agents who have a need to know such information and provided all such persons understand and acknowledge in writing, their obligation and willingness to preserve and hold such information in the strictest confidence. Neither Party shall at any time communicate to any person or entity any confidential information acquired in the course of the performance of this contract, nor shall any of them make public the recommendations formulated in the course of, or as a result of, the performance of this Contract.

12.1. Neither party shall be liable for the inadvertent or accidental disclosure of proprietary or confidential information if such disclosure occurs despite the exercise of the same degree of care as such party normally takes to preserve its own such proprietary or confidential information, which in any event shall be no less than reasonable care.

12.2. The aforesaid restrictions on the use or disclosure of confidential information shall not apply to information that:

- a was lawfully known to the receiving party at the time of disclosure;
- b becomes lawfully known to the receiving party, from a source other than the disclosing party, without obligations of confidentiality; or
- c has been published or is otherwise in the public domain without breach of this Agreement.
- d is covered and agreed to under the Cadasta Privacy Policy and/or Terms of Use.

12.3. Upon the expiration of this Agreement, and subject to ongoing Agreement requirements, each party shall return to the other party all proprietary and confidential information including all copies thereof or shall certify in writing that all information and all copies have been destroyed.

13. Dispute Resolution. Should a dispute arise between the parties concerning any aspect of the performance of this Agreement, either party may refer the matter to binding arbitration pursuant to the Rules of the United Nations Commission on International Trade (UNCITRAL) arbitration rules (“Rules”) by one or more arbitrators appointed in accordance with the said Rules.

14. Term and Termination. This Agreement shall automatically expire and be deemed terminated effective upon the date of the happening or occurrence of any one of the following events or conditions, whichever shall first occur:

- a the mutual agreement of the Parties to terminate this Agreement;
- b the failure of a party to cure any breach of this Agreement within twenty (20) days following the giving of written notice of such breach to the breaching party;
- c the insolvency, bankruptcy, reorganization under bankruptcy law, or assignment for the benefit of creditors by a party;
- d if one of the Parties has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement;
- e if, as the result of Force Majeure, either Party is unable to perform a material portion of the Work for a period of not less than sixty (60) days;
- f if a Party fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the dispute resolution provisions hereof, unless such compliance is waived, in writing, by the other Party.

In the event of any expiration or termination of this Agreement, for any reason whatsoever, the provisions of this Agreement, which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied.

15. Notices. All notices, demands or requests hereunder shall be in writing and shall be deemed properly delivered when sent to any other party by registered mail, electronically receipted transmission or receipted commercial courier. Any such document sent by electronic transmission shall be deemed to have been received on the business day next following its transmission, and, if by registered mail, on the third business day next following its mailing. Notice shall be sent to a party’s principal place of business identified above, or to such other place as the receiving party may have designated in writing prior to the sending of such notice.

16. Assignment and Subcontracting. This Agreement may not be assigned or otherwise transferred in whole or in part, and no part of the Work may be subcontracted to a third party without the express prior written consent of both Parties.

17. Severability. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, such part, term or provision shall be enforced to the maximum extent permitted by law and the validity of the remaining portions or provisions shall not be affected thereby.

18. Waiver. No delay on the part of either party in exercising any right or remedy nor any failure to enforce compliance under this Agreement shall operate as a waiver thereof, unless expressly agreed to in writing by such party. Any such written waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply. The single or partial exercise of any right or remedy under this Agreement by either party shall not preclude any other or further exercise of such right or remedy.

19. Governing Law and Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the United States applicable therein, without regard to

conflict of law provisions thereof. Subject to the Dispute Resolution section of this Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of the United States.

20. Entire Agreement. This Agreement contains all of the agreements, representatives and understandings of the parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the Project or the Work. No amendment to this Agreement shall be valid unless made in writing and signed by the parties.

21. Authority. Each of the parties represents to the other that the person executing this Agreement on its behalf has been duly authorized and has power to do so and that this Agreement is a binding obligation upon it duly enforceable in accordance with its terms.

22. Force Majeure. Each party shall be excused from performance under this Agreement for any period of time and to the extent that it is prevented from performing any of its obligations under this Agreement, in whole or in part, as a result of delays caused by the other party or by an act of God, natural disaster, power interruption, act of government, court order, third party nonperformance, or other cause, events or circumstances beyond its reasonable control (a "Force Majeure Event"). Such nonperformance will not be a default under this Agreement only for so long as such Force Majeure Event continues and such party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. The party delayed by a Force Majeure Event will immediately notify the other party by telephone (to be confirmed in writing) of the occurrence of a Force Majeure Event and describe in reasonable detail the circumstances causing the Force Majeure Event. Performance times will be considered extended for a period of time equivalent to the time lost because of any such delay. The parties will attempt to meet such extended performance times; however, if the parties are unable to agree upon an alternative schedule, or if the delay continues for a period of sixty (60) days or more, then this Agreement shall terminate as provided in the Termination section hereof.

23. Code of Business Ethics, Anti-Corruption and Anti-Bribery Policy

Per Cadasta Foundation's Code of Business Ethics and Conflict of Interest Policies, Cadasta conducts business under the strictest ethical standards to assure the proper use of resources, such as those provided through this Agreement. To assure our partners properly conduct business and perform the work, Cadasta policy and practice does not tolerate the following:

a Any bribery, kickback, facilitation payment or gratuity in which payments, gifts or special considerations are given to Cadasta staff, or their representatives, to influence an award or approval decision;

b Any fraud in misstating or withholding information to benefit the grantee;

c Any collusion, related-party contracts or conflicts of interest in which a Cadasta employee, consultant, representative or vendor has a business or personal relationship with a principal or owner of the grantee that may appear to unfairly favor the grantee. Any such relationship must be disclosed immediately to Cadasta management for review and appropriate action, including possible exclusion from award.

These acts of corruption will not be tolerated by Cadasta or the Partner and may result in serious consequences, including termination of the Agreement and disqualification of participation in any future Agreements. Any complaints, concerns, or incidents of attempted or actual corruption should be reported immediately by either the Partner or Cadasta staff by Email to [acoughenour@cadasta.org](mailto:acoughenour@cadasta.org) or [fpichel@cadasta.org](mailto:fpichel@cadasta.org).

By signing this award, the Partner confirms adherence to this standard and confirms that no attempts shall be made to influence Cadasta staff or representatives through bribes, gratuities, facilitation payments, kickbacks or fraud.

24. Prevailing Language and Amendments

In the event of translation, the English text of this document will prevail.

25. Risk Management

The Parties will develop and maintain an up-to-date Risk Register (Attachment C) that, as a minimum, enables individual risks to be clearly identified, an assessment of their likelihood and impact, how they will be dealt with and escalated and who is responsible for monitoring and reporting on them.

Each Party will manage risks in relation to this project in good faith and to the best of its ability, as documented on the risk register and under its own policies and procedures.

26. Cybersecurity

Cyber security is the protection of systems, networks and data to prevent cybercrime. Each Party is responsible for managing cyber security risk under its own policies and procedures.

27. Safeguarding for the prevention of sexual exploitation, abuse and harassment

Each Party will take all reasonable steps to prevent the sexual exploitation, abuse and harassment of any person linked to the delivery of this Agreement by its employees and representatives, contractors, and agents.

The Parties have a zero-tolerance approach towards sexual exploitation, transactional sex, abuse and harassment. Partner agrees to immediately contact Cadasta Foundation via email to [acoughenour@cadasta.org](mailto:acoughenour@cadasta.org) or [fpichel@cadasta.org](mailto:fpichel@cadasta.org) to report any credible suspicions of, or actual incidents of sexual exploitation, transactional sex, abuse or harassment related to this Agreement. Each Party should assess credibility based on the source of the allegation, the content, and the level of detail or evidence provided. All sexual activity with children (persons under the age of 18) is prohibited, regardless of the age of majority, or age of consent locally.

Each Party should also report any credible suspicions of, or actual incidents that are not directly related to this Agreement but would be of significant impact to their partnership or the respective reputations of the Parties or its donors.

Both Parties will fully co-operate with investigations into such events, whether led by Cadasta Foundation or any of its duly authorised representatives or agents, or the Partner.

28. Annexes and Attachments

The attachments referenced in this agreement are considered an integral part of the agreement, to the extent where further limitations stipulated in the articles herein supersedes the articles of the mentioned attachments.

IN WITNESS WHEREOF the parties have signed this Agreement, through their respective duly authorized officers on the date indicated below.

[PARTNER NAME]

CADASTA FOUNDATION

By\_\_\_\_\_

By\_\_\_\_\_

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Name and Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **Attachment A: Project Description, Scope of Work**

### **Project Description**

[PARTNER NAME] is [DESCRIBE THE ORGANIZATION/PARTNER ENTITY]. The [PROJECT NAME] will [PROJECT DESCRIPTION (1-3 sentences)].

### **Specific Scope of Work**

Cadasta Foundation will provide training on survey design, data collection, Cadasta Platform use, data visualization, and evidentiary reporting. Project implementation will provide data collection back-end support, a data repository in the form of the Cadasta Platform, and ongoing remote technical support. Additional in-person and fit-for-purpose solutions may incur an additional cost.

### **Timeline**

- Activity 1 - [ESTIMATED MM/YYYY]
- Activity 2 - [ESTIMATED MM/YYYY]
- Activity 3 - [ESTIMATED MM/YYYY]
- Activity 4 - [ESTIMATED MM/YYYY]
- Activity 5 - [ESTIMATED MM/YYYY]
- Activity 6 - [ESTIMATED MM/YYYY]

### **Reporting**

[PARTNER NAME] agrees to provide updates and feedback to Cadasta Foundation on the platform and tool functionality and application, in addition to contributing a success story, highlighting the impact the project has had on an individual, family, and/or community as a result of the project work. Photographs and multimedia are highly encouraged. Where feasible, the partners agree to support impact evaluations of our work.



## Attachment B: Budget and Financial Terms

**TERM.** The term of this Agreement will begin effective \_\_\_\_\_, **2019** ("Effective Date") and terminate on \_\_\_\_\_, **2021** ("Termination Date") unless terminated earlier pursuant to this Agreement or extended beyond the designated Termination Date by mutual written agreement of both parties.

**FEES.** Services rendered pursuant to the Agreement will consist of remote training and technical support; with no additional expenses to be incurred by [PARTNER NAME].

In the event that on-site training and support are needed, or if custom development or form creation is required it will be billed at a daily rate follow a quote delivered by Cadasta to the Partner, and approved in writing.

Payment by **[PARTNER NAME]** is made within thirty (30) days of proper submission and acceptance of the invoice and the supporting documentation. The budget is exclusive of any local taxes, and represents the total amount to be paid directly to Cadasta.

Payment will be made in US Dollars or equivalent local currency, paid by check or wire to the account specified in the Subcontractor's invoice.

Please note that the budget does not include any costs for hiring a training venue or providing meals/refreshments.

## Attachment C: Risk Register

We recognize that the use of technology to secure land tenure and property rights brings risk due to the disruptive model, and the role of new tools and technologies. Cadasta continues to be vigilant by identifying and managing risks associated with daily operations and long-term objectives, and also asks for Partners to be involved in identifying and mitigating risks. Key risks for this project, and the associated mitigation strategies to be adopted, are outlined below.

Risk Category	Risk Description	Risk Owner	Risk Rating	Impact	Mitigating Actions
Context	Lack of government buy-in and trust	Partner	Low	Scale of project could be negatively affected	Ensure government is fully aware of all activities and included in official and unofficial conversations
Context	Increased short-term conflict due to unresolved land property issues	Partner	Low	Documentation delays, violence, and negatively affect community's willingness and acceptance	Ensure land conflict resolution processes are adopted by community
Reputational	Lack of respondent survey participation or active opposition to data collection	Partner	Low	Result in inaccurate and incomplete data, contextual understanding, and project impact,	Appropriate field data collector training for in-field collection
Operational	Low bandwidth environment limits effectiveness of tools	Partner	Low	Slower project implementation, offsite data uploading, and an increased need for supplemental data storage solutions	Tools recommended will be intended for use low bandwidth environment or offline
Delivery	Remote training leads to insufficient technical understanding by implementing team	Cadasta and Partner	Low	Poor data collector training which could slow down data collection workflow and quality of project implementation	Recommended tools will build upon existing skills and technical tools already in use; remote support from Cadasta will be available for the duration of the project
Operational	Technology is not adequately integrated into overall project design and monitoring and evaluation	Partner	Medium	Technology and data are not as effective	Overall project design should include baseline data collection for continued monitoring and evaluation purposes