

SERVICE AGREEMENT

This Agreement is entered into between the **ROMAN CATHOLIC DIOCESE OF**, 1004 (“Service Provider”), and the **CATHOLIC FOUNDATION**, (“Customer”).

1. Services. The Service Provider will provide the following services to the Customer:
 - a. All accounting functions, including the following:
 - i. Tracking and reporting of fund activities;
 - ii. Bank reconciliations;
 - iii. Financial statement generation;
 - iv. Endowment spending compliance support;
 - v. Year-end compliance activities (including arranging Form 990 preparation); and
 - vi. Additional services, as requested.
 - b. All development activities, including the following:
 - i. Maintenance of prospect database;
 - ii. Gift solicitation/solicitation support;
 - iii. Gift acknowledgement;
 - iv. Grant writing and maintenance;
 - v. Administration and maintenance of bequest program, including any work necessary to bring estate gifts to completion; and
 - vi. Additional services, as requested.
2. Independent Contractor Status. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Service Provider is at all times acting and performing its duties as an independent contractor and not as an employee of Customer.
3. Insurance. At its sole expense, Service Provider shall maintain liability insurance by insurance companies authorized to do business within the State of Michigan with minimum coverage limits of not less than two million dollars (\$2,000,000.00) per occurrence. Service Provider shall provide evidence of insurance to Customer upon request and shall notify Customer of any changes to or cancellation of coverage.
4. Indemnification. Each party shall indemnify, defend and hold the other party harmless from and against all claims, actions, suits, judgments, damages, fines, losses and other proceedings, whether civil, criminal, administrative, investigative or otherwise, together with all costs, expenses and other amounts arising out of its own negligent or intentional acts, errors, or omissions or those of its respective consultants, directors, officers, employees, agents or assigns occurring in connection with this Agreement.
5. Billing for Services and Fees. For all services provided by Service Provider from Customer’s establishment through the end of the term of this Agreement, Customer shall pay Forty-two Thousand Dollars (\$42,000.00) to Service Provider.
6. Assignability. Neither this agreement nor any rights hereunder shall be assigned, transferred or otherwise conveyed by either the Service Provider or Customer.
7. Compliance with Applicable Law. During the term of this Agreement, Service Provider shall comply with any and all applicable state and federal laws or regulations governing the subject matter of this agreement.
8. Term of Agreement. This agreement commences July 1, 2018 and terminates June 30, 2019.
9. Survival. The parties’ rights and obligations under paragraphs 3, 4, and 5, as applicable to the term of this agreement, shall survive the expiration of this agreement.

In witness whereof, the parties hereto have executed this Service Agreement as of _____,
2018:

Diocese of

By: _____
Bishop

Catholic Foundation

By: _____

Its: