SMALL VENDOR AGREEMENT

|  |
| --- |
| **INSTRUCTIONS**  Text in red must be replaced with appropriate names, dates or  other information before signing this Agreement.  Note the questions/comments embedded in blue.  **DELETE THIS BOX AND THE COMMENTS IN BLUE BEFORE SIGNING THE AGREEMENT** |

This Small Vendor Agreement (“Agreement”) is dated as of [Date] between The Institute of Electrical and Electronics Engineers, Incorporated (“IEEE”), a public charity incorporated under the New York Not-For-Profit Corporation law, headquartered at Three Park Avenue, 17th Floor, New York, New York 10016, on behalf of [IEEE OU or Society], and [Vendor’s Name], [insert state of formation] [insert type of entity] (the “Vendor”) located at [Vendor’s Address]. IEEE and the Vendor shall be referred to collectively as the “Parties”.

RECITALS:

**WHEREAS**, given the Vendor’s knowledge, skills, training and experience, IEEE desires to retain the Vendor to utilize its independently developed expertise to certain services for IEEE on the terms and conditions set forth in this Agreement, and

**WHEREAS**, the Vendor desires to be retained by IEEE on such terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

# Retention of Vendor»

. IEEE hereby retains Vendor to provide certain services listed in Exhibit A to this Agreement (the “Services”). If during the Term (as defined below) of this Agreement IEEE requests any changes to the Services, the Parties shall execute a written amendment to this Agreement.

# Term»

. The term of this Agreement (the “Term”) shall commence on [Date] and shall continue until [Date]. Each Party shall have the right to terminate this Agreement effective at the end of any calendar month after providing at least thirty (30) days’ written notice to the other Party.

# Independent Contractor». All work performed by the Vendor in connection with this Agreement will be performed by the Vendor as an independent contractor and not as an agent of IEEE. Nothing contained in this Agreement shall be construed or applied to create a partnership, joint venture, or employer/employee relationship between the Parties, and neither party is an agent of the other. All persons furnished by the Vendor shall be considered solely the Vendor’s employees or agents and the Vendor shall be responsible for payment of all unemployment, social security and other payroll or similar taxes required by applicable laws, including contributions from them when required by law. The Vendor offers services to entities other than IEEE. In addition, the Vendor (and its staff, if applicable) will not devote its full time to perform the Services; rather the Vendor will expend such time as the Vendor determines, in its discretion, to be appropriate to perform the Services. The Vendor shall have no authority, express or implied, to commit or obligate IEEE in any manner whatsoever, except as may be specifically authorized in writing by IEEE, and shall not represent to anyone that the Vendor has a right to do so. The Vendor acknowledges and agrees that, as an independent contractor, neither the Vendor nor its employees, contractors or subcontractors, if applicable, is covered by or eligible to participate in any of IEEE’s employee benefit programs, including, but not limited to, the following: accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to IEEE’s employees.

# Duties. During the term of this Agreement, the Vendor shall perform all services to the best of its ability and shall devote such portion of its business time, attention, skill and energy as may be reasonably required to perform the Services.

# Expenses»

The Vendor shall maintain offices separate from those of IEEE and shall bear all expenses and obligations incurred in connection with itsperformance of the Services. The Vendor is solely responsible for purchasing and maintaining all business equipment (including, but not limited to, computers, printers, fax machines, telephones, and other office-related equipment and/or services) which the Vendor deems necessary to perform the Services. The Vendor will not be reimbursed for any business-related expenses, including but not limited to travel-related costs and expenses, except as expressly permitted in Exhibit A.

# Nondiscrimination. Vendor acknowledges that IEEE’s reputation and good will require that all persons associated with IEEE undertake the highest degree of legal and ethical conduct and that, among other things, any actual or perceived discrimination, harassment or bullying against any person is expressly prohibited. Vendor agrees that in the performance of its duties under this Agreement, Vendor shall maintain an environment free of discrimination, including harassment, bullying, or retaliation. IEEE hereby provides notice of IEEE’s compliance with FAR 52-222-26, 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5 and 41 C.F.R. 60-741.5, which are incorporated by reference.

# Taxes»

If required to do so, IEEE shall report all compensation due under this Agreement to the Vendor on an IRS form 1099. IEEE will not withhold any income, Social Security, Medicare or similar taxes on behalf of the Vendor. The Vendor shall be solely responsible for the timely filing and payment of all applicable taxes payable with respect to all amounts paid to the Vendor under this Agreement, including but not limited to: (a) all applicable social security taxes, applicable unemployment insurance and similar taxes, for the Vendor and its employees or subcontractors; (b) estimated income taxes and self-employment taxes; and (c) all other applicable assessments, taxes, contributions, or sums payable, whether based on income or otherwise. The Vendor shall provide IEEE with the Vendor’s Tax Identification Number. If IEEE is determined to be liable for collection and/or remittance of any taxes delegated to the Vendor under this provision, the Vendor shall immediately reimburse IEEE for all such payments made by IEEE.

# Confidential Information. Neither Party shall disclose to a third party Confidential Information of the other Party.  The receiving Party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing Party. “Confidential Information” as used in this Agreement means information identified by either Party as “Confidential” and/or “Proprietary,” or information that, under the circumstances, ought reasonably to be treated as confidential and/or proprietary.

# Intellectual Property Rights.

### *Creation of Intellectual Property.* Vendor agrees that all Intellectual Property created, conceived or made by Vendor in performing the services hereunder, whether or not protectable, shall be solely owned by and be the property of IEEE. For purposes of this Agreement, “Intellectual Property” includes, without limitation, discoveries, creations or ideas, processes, machines, useful or ornamental designs for articles of manufacture, or any improvement of the foregoing (whether or not patentable); all materials for which copyright may be sought including, but not limited to, writings, computer software programs, websites, artistic works, designs, graphs, drawings, blueprints, audio and/or visual works or other works of authorship (whether or not copyrightable); marks, names, domain names, phrases, colors, designs or other indications useful to identify the origin of any goods or services (whether or not protectable as trademarks); trade secrets and know-how. All such Intellectual Property shall be deemed “work for hire.” If any such Intellectual Property is deemed for any reason not to be a “work for hire,” or if ownership of all rights, title and interest shall not otherwise vest exclusively in IEEE, Vendor hereby assigns, without further consideration, all rights, title and interest in such Intellectual Property to IEEE and agrees to execute and deliver, promptly on request, any documents which IEEE may reasonably request to evidence IEEE’s exclusive rights as provided above and to enable or assist IEEE to obtain and protect its right therein. For the avoidance of doubt, the preceding shall include website registrations. Vendor recognizes IEEE as the owner of any website, including the domain name and registration, and agrees to transfer any such registration to IEEE upon request.

### *Limited License.*Provided such activity is done in accordance with Section 11 herein, solely in connection with the tasks identified in Exhibit A and as necessary to provide the Services,IEEE grants to Vendor a non-exclusive, worldwide, non-transferable and royalty-free license to use IEEE intellectual property including, but not limited to, the IEEE name and/or logo as well as any IEEE intellectual property specified in Exhibit A (collectively, the “Brand Identifiers”). Except for the license explicitly granted herein, no transfer of ownership or license interest is created in the Brand Identifiers.

# Personal Data. Where the Vendor processes personal data on behalf of IEEE in connection with the performance of this Agreement, it shall: (a) process such personal data in accordance with all applicable laws, only for purposes reasonably necessary for the performance of the services listed in the Agreement and in accordance with the documented written instructions of IEEE (except where required otherwise by law); (b) treat such data as confidential information of IEEE; (c) where such personal data is collected in the European Economic Area (“EEA”), not transfer such personal data to any location outside the EEA except in accordance with the safeguards required under the Regulation (EU) 2016/679 (the General Data Protection Regulation) and any applicable national legislation (“EU Data Protection Laws”); (d) ensure adequate protection of personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access; (e) cooperate fully with IEEE to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests); (f) immediately notify IEEE of any actual or suspected data breach and provide all available information; and (g) not allow any third party to process such personal data on its behalf except with IEEE’s prior written consent. References to ‘personal data’ and to ‘processing’ in this Section, insofar as they concern data collected in the EEA, shall have the meaning given to these terms under the EU Data Protection Laws. Vendor shall delete all of IEEE’s information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of IEEE upon the earliest of (i) termination of this Agreement; (ii) written request by IEEE; or (iii) the personal data no longer being required for the performance of the services listed herein.

# IEEE Visual Identity/Web Presence Style Guidelines. All IEEE-branded, end-user facing materials for IEEE publications, products, services, conferences, and the like must adhere to the guidelines established in the IEEE Visual Identity Guidelines. These guidelines are available for review and download at <http://www.ieee.org/go/visual_guidelines>. Additionally, all IEEE Web properties must comply with the IEEE Web Style Guide which is online at <http://www.ieee.org/go/web_guidelines>. Questions about these documents, their application, or about whether your project must follow these guidelines should be directed to corporate-communications@ieee.org. Web-related questions should be directed to [dci-team@ieee.org](mailto:dci-team@ieee.org).

# Return of Records»

. Upon termination of this Agreement, the Vendor shall deliver to IEEE all property in its possession that is (a) IEEE’s property, or (b) relates to IEEE’s business, including, but not limited to records, notes, data, memoranda, software, electronic information, models, equipment, and any copies of the same. The Vendor shall permanently delete all electronic data containing any and all property covered by this Agreement.

# Representations and Warranties»

.

### IEEE and the Vendor each represents and warrants to the other that: (i) it has the necessary power and authority to enter into this Agreement; (ii) its name, as listed herein, is its true and correct full legal name as specified in its articles of incorporation, bylaws, or any other applicable legal document; (iii) the execution and performance of this Agreement has been authorized by all necessary corporate or institutional actions; (iv) entry into and performance of this Agreement will not conflict with any provisions of law or the certificate of incorporation, by-laws or other organizational documents of the Party; (v) no action by any governmental organization is necessary to make this Agreement valid and binding upon the Party; and (vi) it possesses all licenses and other governmental approvals necessary to perform its obligations under this Agreement.

### The Vendor represents and warrants that during the Term of this Agreement, it shall: (i) perform all of the Services using sound practices and in a competent and professional manner and will only use knowledgeable, trained and qualified professionals; (ii) provide Services that materially conform to the specifications set forth in Exhibit A; (iii) not violate the copyright, patent, trademark, trade secret or other right of any third party; (iv) disclose to IEEE any and all obligations, arrangements, agreements or interests that may constitute or give rise to a conflict of interest on the part of the Vendor given the nature and terms of this Agreement; (v) not enter into any obligations of a contractual or other nature with any person, firm, corporation or other entity that is inconsistent or in conflict with this Agreement or IEEE’s Conflicts of Interest Policy, or that would prevent, limit or impair the execution of this Agreement or the performance by the Vendor of its obligations hereunder; (vi) comply with IEEE’s Privacy Policy; and (vii) not confer, directly or indirectly, any personal interest or benefit upon any IEEE officer, director, employee or volunteer in connection with this Agreement.

### The Vendor represents and warrants that it shall comply with all laws and regulations that apply to its obligations and duties under this Agreement, including, but not limited to, all laws and regulations concerning anti-competition, anti-bribery, data privacy or security or the collection, storage, transfer or other dissemination of data.

# Indemnification»

. The Vendor agrees to indemnify, defend and hold harmless IEEE, its parents, subsidiaries, affiliates and its and their officers, agents and employees from and against any and all claims, damages, liabilities, losses and/or expenses (including attorneys‘ fees and costs and any claim or threatened claim of third parties) (collectively, “Losses”) incurred by IEEE that arise from any: (a) alleged or actual infringement or misappropriation of any copyright, patent, trademark, trade secret or other right based upon the services or deliverables provided by the Vendor pursuant to this Agreement; (b) gross negligence or willful misconduct of the Vendor; (c) the Vendor’s failure to perform fully its obligations herein in a timely manner; (d) breach of any of the Vendor’s representations and warranties herein; or (e) claim, levy, assessment of taxes or other withholdings that were required to be made by the Vendor, including but not limited to, workers’ compensation, unemployment benefits, social security or other required national or local insurance or welfare schemes arising out of fees paid to Vendor pursuant to this Agreement. This provision shall also apply to any and all subcontractors employed by the Vendor. The terms of this provision shall survive the termination or expiration of this Agreement.

# Governing Law and Forum. This Agreement shall be governed by the laws of the United States of America and the State of New York, without regard to conflict of laws principles. The Parties agree that any action, proceeding, controversy or claim between them arising out of or relating to this Agreement (collectively, an “Action”) shall be brought only in the United States District Court for the Southern District of New York (Manhattan) or, if federal jurisdiction is not available, in a court of competent jurisdiction in the County and State of New York. Each Party hereby submits to the personal jurisdiction and venue of such courts and waives any objection on the grounds of venue, forum non-conveniens or any similar grounds with respect to any Action.

# Force Majeure. Any prevention of or delay in either Party’s performance hereunder due to labor disputes, acts of God, governmental restrictions, epidemics, enemy or hostile governmental action, fire or other casualty or other causes beyond such Party’s control shall excuse such Party’s performance of its obligations hereunder for a period equal to the duration of any such prevention or delay.

# Notice. All notices, consents and other communications hereunder shall be made in writing, by email, mail or courier, to the addressees designated in Exhibit A, provided that any notices to IEEE shall include a courtesy copy to Sophia A. Muirhead, General Counsel, The Institute of Electrical and Electronics Engineers, Incorporated, Three Park Avenue, New York, New York 10016, tel: 212-705-8950; email: contract-review@ieee.org. The effective date of communications between the Parties will be determined as follows: (a) communications sent via certified U.S. Mail or private mail delivery service will be effective as of the date received; or (b) communications sent via facsimile or email will be considered effective as of the date and time on the facsimile confirmation sheet or email retained by the sender.

# Miscellaneous»

. This Agreement constitutes the entire agreement between the Parties hereto and shall supersede any and all prior or contemporaneous written or oral promises or representations. No amendments to or modifications of this Agreement shall be binding upon either Party unless in writing signed by both Parties. The failure of either Party to require strict performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach or default or as a waiver of any such rights or provisions hereunder.If any part of this Agreement shall be held to be invalid or unenforceable under applicable law, a court of competent jurisdiction shall substitute a modified provision which carries out as nearly as possible the original intent of the Parties, without in any way affecting the remaining parts of this Agreement.This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.  Neither Party may assign this Agreement or its rights or duties hereunder without the prior written consent of the other Party, which consent shall not unreasonably be withheld.   This Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties. The receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth in the first paragraph.

|  |  |
| --- | --- |
| **The Institute of Electrical and Electronics Engineers, Incorporated**  By:  Name:  Title:  Date: | **[ENTER FULL LEGAL NAME OF VENDOR]**  By:  Name:  Title:  Date: |

**Exhibit A**

1. PURPOSE & SERVICES
   * The purpose of this project is the following:
   * [Describe the general purpose of the project.]
   * The following are the specific tasks to be performed by the Vendor:
   * The Vendor shall [\_\_\_\_\_\_\_\_.]
   * The following are the delivery requirements identified by IEEE:
   * The Vendor shall provide [weekly/monthly/quarterly] progress reports to the Project/Contract Manager at IEEE.
   * The Vendor shall provide a draft of [\_\_\_\_\_\_\_] for submission to and approval of the Project/Contract Manager at IEEE.
   * The Vendor shall [\_\_\_\_\_\_\_.]
2. COMPENSATION FOR SERVICES

|  |
| --- |
| Include below the total fees the Vendor will receive for the services and the breakdown of the fees. Specify if payments are being made by milestone, hour, or based on some other measure. DELETE THIS BOX AFTER COMPLETING THE BELOW INFORMATION. |

* + Vendor shall receive the following fees for the Services:
  + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  + \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  + Expenses:

|  |
| --- |
| Specify below if expenses will be reimbursed by IEEE. Pick one of the choices provided below. DELETE THIS BOX AFTER COMPLETING THE BELOW INFORMATION. |

Pick One:

* + IEEE shall not reimburse the Vendor for expenses incurred while performing the Services.

(OR)

* + IEEE shall reimburse the Vendor for certain expenses incurred while performing services described in this Agreement, provided such expenses shall not exceed a total of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. All such expenses must be pre-approved in writing by IEEE and must be accompanied by the original receipts.

Include the total value of the agreement. This must match the purchase order value. Delete this footnote after inserting the total value.

* + All amounts paid to the Vendor pursuant to this Agreement, including any and all fees and expenses, shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_.
  + Description of specific fees:

Invoice must match the list below and include line item numbers and associated purchase order number to avoid delay in payment.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Line Item | Description | Quantity | Unit of measure | Price | Total |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 3 |  |  |  |  |  |

1. DESIGNATED IEEE REPRESENTATIVE CONTACT INFORMATION:
   * [Add name, address, phone and email of the representative]
   * IEEE Strategic Sourcing, 445 Hoes Lane, Piscataway, NJ 08854
2. DESIGNATED VENDOR REPRESENTATIVE CONTACT INFORMATION:
   * [Add name, address, phone and email of the representative]