



*Committed to a Successful Transition
for our Combat Veterans...*

VIP PROVIDER AGREEMENT

This Agreement sets forth the terms between Operation I.V., Inc, a Veteran Services Nonprofit Organization (Operation IV) having an address at 1000 Town Center Dr #300 Oxnard Ca 93036 and _____, having an address at _____ (the “Consultant”) with regard to the performance by Consultant of the services contemplated herein.

RECITALS

WHEREAS, Operation:I.V. Inc desires to obtain the services of the Consultant; and

WHEREAS, the Consultant claims to have expertise and experience to provide such services for the Operation:I.V.,Inc;

THEREFORE, Operation:I.V.,Inc and the Consultant hereby agree to the following terms, obligations and conditions:

- 1. Description of Services.** The Consultant agrees to perform such professional services, with the standard of professional care and skill customarily provided in the performance of such services, and shall use its best efforts to render the services and provide the deliverables identified in Section 1 of Exhibit A to this Agreement (the “Services”), attached hereto and incorporated by reference herein, to Operation:I.V.,Inc. The Consultant agrees to perform the Services to the satisfaction of Operation:I.V.,Inc during the term of this Agreement.
- 2. Payment.** In full consideration for the Services performed by the Consultant under this Agreement, Operation:I.V.,Inc shall pay or cause to be paid to the Consultant a fee of ____ dollars (\$____). The total fee and any incidentals shall be payable pursuant to the schedule identified in Section 2 of Exhibit A to this Agreement. attached hereto and incorporated by reference herein, and upon submission of an invoice to Operation:I.V.,Inc. Along with its invoice, the Consultant shall submit adequate receipts and documentation as requested by Operation:I.V.,Inc to support reimbursement of all previously agreed upon incidental or reimbursable expenses. All payments due Consultant shall be made on a net 30 day basis. The Consultant agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that Operation:I.V.,Inc will not deduct such taxes from any payments to the Consultant hereunder, unless required by law.

3. Term. The Services to be performed by the Consultant under this Agreement shall start no later than _____ and shall be completed no later than _____. Time is of the essence in this Agreement. This term may be extended by written agreement of Operation:I.V.,Inc.

4. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Operation:I.V.,Inc or non-written information and data disclosed by Operation:I.V.,Inc that is identified at the time of disclosure to the Consultant as confidential and is reduced to writing and transmitted to the Consultant within thirty (30) days of such non-written disclosure. The Consultant agrees to use the same degree of care it uses to protect its own confidential information and, to the extent permitted by law, to maintain the Confidential Information in strict confidence as required by law even after the date of termination of this Agreement. The obligations of this paragraph do not apply to information in the public domain.

5. Ownership of Work Product and Intellectual Property Rights. The Consultant shall have no interest in the deliverables provided under this Agreement, and Operation:I.V.,Inc shall be the sole owner of all such deliverables, including all works authored, produced, developed or reduced to practice by the Consultant during its' performance of the Services (the "Work Product"). Furthermore, Operation:I.V.,Inc shall be the sole owner of any and all intellectual property rights, including without limitation, all patent, copyright, trademark and trade secrets rights in and to the Work Product. Operation:I.V.,Inc shall have the right to secure appropriate registration and protection for any and all intellectual property rights in and to the Work Product. Accordingly, the Consultant hereby expressly assigns all right, title and interest in and to the Work Product, including any and all patent, copyright, trademark and/or trade secret rights thereto, to Operation:I.V.,Inc, and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, the Consultant hereby grants to Operation:I.V.,Inc the sole and exclusive right throughout the world, in all languages, and in perpetuity, to use the Work Product pursuant to this Agreement. The Consultant also hereby waives any and all claims it may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the use, results and/or proceeds of the Consultant's services and Work Product. This provision shall survive the termination of this Agreement.

6. Termination. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, either party may terminate this Agreement for its convenience upon sixty (60) days prior written notice to the other party. Upon any termination, Operation:I.V.,Inc shall promptly pay the Consultant for all services rendered and costs incurred up to and including the effective date of termination.

7. Representations and Warranties. The Consultant represents and warrants that in performing the Services it will not be in breach of any agreement with a third party. The Consultant also represents and warrants that no third party has any rights in, to, or arising out of, the Work Product rendered pursuant to the performance of the Services. Author agrees to hold Operation:I.V.,Inc and its respective assigns and licensees harmless from any loss, damage or expense, including court costs and reasonable attorneys' fees, that Operation:I.V.,Inc and its assigns and licensees may suffer as a result of a breach or alleged breach of the foregoing warranties or as a result of claims or actions of any kind or nature resulting from the provision of the Services or any use of the Work Product.

8. Independent Contractor. The Consultant is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal,

state or local law with respect to any sums paid hereunder. The Consultant is not Operation:I.V.,Inc agent or representative and has no authority to bind or commit Operation:I.V.,Inc to any agreements or other obligations.

9. Mutual Indemnification. To the extent allowed by law, each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees for any injury to persons or property resulting in any manner from the conduct of its own operations and the operations of its agents or employees under this Agreement, and for any loss, cost, or damage caused thereby during the performance of this Agreement.

10. Insurance. The Consultant shall at its own expense obtain and maintain throughout the term of this Agreement general commercial liability insurance against claims for bodily injury, death and property damage with limits of not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) general aggregate. The Consultant shall furnish to Operation:I.V.,Inc certificates of insurance evidencing that such insurance has been procured prior to commencement of such work.

11. Notice. Any notice to either party hereunder shall be in writing and shall be served either personally or by registered or certified mail addressed to the following individuals:

To the Consultant:

Name: _____

Address: _____

City/State/Zip: _____

To Operation:I.V.,Inc
1000 Town Center Dr #300
Oxnard CA 93036

12. Assignment. This Agreement is non-assignable and non-transferrable. Any attempt by either party to assign its obligations hereunder shall be void.

13. Amendment. This Agreement constitutes the entire understanding between the Consultant and the University with respect to the subject matter hereof and may not be amended except by an agreement signed by the Consultant and an authorized representative of the University.

14. Governing Law and Forum. This Agreement shall be governed by the laws of the State of California. Any legal actions brought by either party hereunder shall be in the Superior Court of Ventura County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this

Company Name: _____

Authorized Person _____

Authorized Signature: _____ **Date:** _____

Title: _____

Operation:I.V.,Inc

Signature: _____

Date: _____

Printed Name: Roxann Abrams

Title: Executive Director

EXHIBIT A

Section 1 – Provider Description of Services:

Section 2 – Payment: Consultant/Practitioner agrees to payment of services by Operation:I.V.,Inc, only as described in this contract in the amount of _____.

Consultant/Practitioner also agrees to never bill any Veteran or Active duty service personnel or their families for any services rendered on behalf of Operation:I.V.,Inc

Section 3 – All required Professional Licenses and proof of insurance are attached.