

MASTER FIXED PRICE TASK ORDER AGREEMENT

Between

VIRGINIA POLYTECHNIC INSTITUTE AND STATE UNIVERSITY
And

For

CHILD WELFARE ADVOCACY SERVICES

This Master Fixed Price Task Order Agreement (hereafter, "Master Agreement") between Virginia Polytechnic Institute and State University, a state institution of higher education with offices at 702 University City Blvd. (0364), Blacksburg, VA 24061 (hereinafter referred to as "Virginia Tech"), and _____, an _____ agency with offices at _____ (hereinafter referred to as the "Agency").

This Agreement is entered into as of _____, the "Effective Date."

WHEREAS, the Child Welfare Advocacy Services ("CWA Services") contemplated by this Agreement are of mutual interest and benefit to Virginia Tech and to the Agency, and will further the instructional and educational objectives of Virginia Tech in a manner consistent with its status as a non-profit, tax exempt state-supported educational institution; and

WHEREAS, Virginia Tech has the capabilities and resources to conduct CWA Services for Agency within the scope of the services identified in Attachment A; and

WHEREAS, the CWA Services to be performed under this Master Agreement do not require the development of intellectual property other than routine reports.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Ordering CWA Services.** The Agency shall order CWA Services by submitting a Fixed Price Task Order ("TO" or "Task Order") in the form of Attachment C. No Task Order is effective until approved by the Agency. Upon acceptance of the Task Order, Virginia Tech agrees to use best efforts to perform the CWA Services as set forth in the TO in accordance with its roles and responsibilities as outlined in Attachment D.
2. **Task Orders.** Unless otherwise specified in an individual TO, TOs shall be within the scope of the CWA Services identified in Attachment A and at the fixed price specified in Attachment B. To be effective, each TO must be executed by both parties, at which time such TO will become subject to the terms and conditions of this Master Agreement.

The TO allows for a variety of services to be ordered. A separate task order shall be used to order CWA Services for each individual for which services are being provided. A TO may be amended to add services for an individual by each party endorsing such additional services on each TO. Any other change to the CWA Services ordered, or other terms of the TO that may change the scope, time of performance, or price of the TO will be effective only by the mutual written agreement of the parties.

3. **Fixed Priced.** The fixed prices listed in Attachment B, will be in effect for the period indicated in Attachment B. At the end of that period, and each succeeding period, prices will be revaluated based on salary changes, wages, and travel as well as changes in SSI policy or application procedures that may impact time necessary to complete each component.
4. **Equipment.** Agency agrees to provide access to internet and equipment (if necessary) to permit Virginia Tech to perform the services ordered in each TO.
5. **Order of Precedence.** If terms of any TO conflict with the terms of this Master Agreement, the terms of this Master Agreement will take precedence.
6. **Term of Agreement.** The term of this Master Agreement shall be for three (3) years from the Effective Date, during which period individual TOs may be initiated. This Master Agreement will be subject to extension only by mutual written agreement of the parties. TOs may allow for completion of work after the term of the Master Agreement.

7. **Confidential Information.** Virginia Tech shall use Confidential Information provided by Agency only for the purposes described herein. Virginia Tech agrees to use the same degree of care as it uses to protect its own Confidential Information. All information provided is confidential and may only be given to persons directly connected with administering or enforcing provisions of the project for which you contracted. Confidential Information shall be provided in the method indicated in Attachment C. Confidential Information does not include information which is or becomes available to the public, is available from another source without restrictions on confidentiality, is developed independently by Virginia Tech without benefit of the Confidential Information, or is required by law or regulation to be disclosed. Virginia Tech's obligations to protect the Confidential Information extend for a period of _____ years from date of receipt from the Agency.
8. **Reports.** The reports provided by Virginia Tech under this Agreement shall be owned by the Agency, unless otherwise specified in an individual TO. Virginia Tech shall have the right to use all such reports for non-commercial and educational purposes provided that no Confidential Information is disclosed.
9. **Independent Contractor.** Virginia Tech shall be deemed to be and shall be an independent contractor in its activities under this Master Agreement.
10. **Publicity.** No names or other identity information will be used in any publicity, advertising, or news releases without the prior written approval of the authorized representative of the Agency. Virginia Tech reserves the right to identify the name of the Agency, amount of the award, and a general description of the services in internal databases and information releases without the written permission of the Agency.
11. **Governing Law.** This Agreement will be governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws.
12. **Term and Termination.** Either party may terminate this Master Agreement with ninety (90) days' written notice. Either party may terminate a TO upon thirty (30) days' prior written notice to the other. TO results to the date of termination shall be provided to Agency. All reasonable costs and non-cancelable obligations incurred by Virginia Tech up to the time of said termination shall be reimbursed by Agency.
13. **Best efforts.** Virginia Tech will use its best efforts to perform the CWA Services ordered in the Task Orders. Results are provided "as-is", and Virginia Tech makes no representations or warranties, expressed or implied, in regard to the quality of the services or the results.
14. **Entire Agreement.** This Master Agreement contains the entire and only agreement between Virginia Tech and Agency with respect to the subject matter hereof and supersedes or cancels all previous negotiations, agreements, commitments and writings between the parties. This Master Agreement may only be amended in writing signed by the duly authorized representatives of each of the parties.

By signing this Agreement, Agency acknowledges that this Agreement supersedes and replaces any terms and conditions of Purchase Order or other financial document(s) used to make payment(s).

**VIRGINIA POLYTECHNIC INSTITUTE AND STATE
UNIVERSITY**

[AGENCY'S FULL NAME]

By: _____

By: _____

Jeri Childers
Director, Outreach Program Development

Date: _____

Date: _____