

GRATUITOUS SERVICES AGREEMENT TEMPLATE

(Please do not modify this document - copy instead)

1. This gratuitous services agreement (“Agreement”) is between the U.S. Agency for International Development (“USAID”) and _____ (“Participant”).
2. USAID and the USAID Alumni Association (“UAA”) have entered into a Memorandum of Understanding (“MOU”) outlining the opportunity to collaborate on a range of programs and activities for which the assistance of UAA volunteers would support USAID’s mandate. Pursuant to the MOU, Participant desires to provide to USAID gratuitous services related to **[INSERT brief description of services to be provided]**.
3. Participant agrees to provide the gratuitous services described herein with the full understanding that USAID and the United States cannot and will not compensate, provide any financial benefit to, or reimburse Participant in any manner.
4. Participant agrees and declares that he/she has no expectation of receiving any compensation, financial benefit, or reimbursement of any kind from USAID or the United States for providing services under this agreement.
5. Participant agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against USAID or the United States for the services provided under this agreement. Participant understands and agrees that it would be unlawful for USAID to accept Participant’s services if Participant had any expectation of any compensation, financial benefit, or reimbursement from USAID or the United States.
6. If Participant develops or provides to USAID any intellectual property in the course of providing the services described herein, Participant agrees to grant USAID a royalty-free, paid-up license entitling USAID to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly such intellectual property, in any manner and for any purpose, and to have or permit others to do so.
7. During the course of providing gratuitous services hereunder, Participant may need access to USAID non-public and confidential information (the “Confidential Information”). Participant acknowledges that he/she may be asked to enter into a non-disclosure agreement in order to receive the Confidential Information required to provide the services described herein.
8. Participant attests that they have no financial interest in, or any affiliation with, any USAID program, policy, and/or implementing partner that would give rise to a conflict of interest. For purposes of this paragraph, covered financial interests include, but are not limited to the following: prospective employers and consultancy discussions; current employment and consultancy agreements; organization membership boards; spouse/member of household employers; private business relationships.
 - a. Should such an interest or conflict exist, or later arise, Participant will immediately notify the receiving Bureau or Independent Office. If a potential conflict of interest

exists or arises, the Participant shall be directed to the USAID Office of the General Counsel Ethics and Administration (GC/EA) group for conflict mitigation.

- b. Participants shall complete a conflicts briefing from GC/EA prior to engaging in any of the following USAID activities: project design and management, policy planning and modification, and procurement-related activities
- 9. Nothing herein contained shall be deemed to create an agency, partnership, or similar relationship between USAID and Participant. Participant shall not at any time enter into, incur, or hold himself/herself out to third parties as having the authority to enter into or incur, any commitment, expense, or liability on behalf of USAID.
- 10. This document constitutes the sole and complete agreement between USAID and Participant on this subject matter, and cannot be modified except with the express written consent of both parties.
- 11. Either party may terminate this agreement, in whole or in part, at any time and for any reason by written notice to the other, effective immediately, unless otherwise specified in the notice of termination.

This Agreement shall be effective as of the later of the dates it is signed by Participant or USAID.

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT

By: _____

Title: _____

Date: _____

Participant: _____

Date: _____