PRO BONO CONSULTANT AGREEMENT

This Pro Bono Consultant Agreement (“Agreement”) is made and entered into this _____ day of ________, 20__, by and between ________________________, hereinafter referred to as “I,” “me,” or “Pro Bono Consultant,” and Taproot Foundation, a 501(c)(3) not-for-profit humanitarian organization, hereinafter referred to as “Taproot.”

1. AGREEMENT TO. I understand and acknowledge that I will not be paid for my services and that I have no expectation of compensation or benefits in exchange for such services. I further understand and acknowledge that I am performing my pro bono consulting work for a charitable purpose only and not for other purposes, such as merely gaining experience in my field.

2. PRO BONO CONSULTANT’S SERVICES. I will at all times faithfully, industriously, and to the best of my ability, use my experience and talent in support of the overarching goals of Taproot, and consistent with the instructions and/or requests of Taproot. I understand and agree to abide by all personnel policies of Taproot’s nonprofit clients for whom I provide services.

3. INDEMNIFICATION. I understand and agree to assume all risks of injury or death associated with my activities, services, or duties as a pro bono consultant under this Agreement and in connection with the services I perform for Taproot and Taproot’s nonprofit clients. I will release, defend, indemnify, keep and hold harmless Taproot, its employees, agents and other pro bono consultants, from all damages, judgments, expenses (including reasonable attorney fees), costs or liabilities in law or equity arising out of my negligent or intentional acts while acting as a pro bono consultant under this Agreement.

4. MY PRESENCE AT TAPROOT CLIENT SITES. I understand and acknowledge that Taproot has no control over and is not liable for the conduct of the employees of its nonprofit clients. If I believe I have been subject to harassment or discrimination of any kind, or any conduct that violates Taproot’s or Taproot’s client’s personnel policies, I will immediately report the facts of the conduct to my Taproot Account Director / Project Manager or human resources personnel at the nonprofit client site, or both. Similarly, if I believe that any other unlawful conduct has occurred at a nonprofit client site (including, but not limited to, harassment or discrimination against employees, wage and hour violations, workplace safety violations, trade secret misappropriation, or violations of any other state or federal law), I will immediately report the facts of the conduct to my Taproot Account Director / Project Manager or human resources personnel at the nonprofit client site, or both.

5. ABSENCE OF CONFLICTS. I understand that I must disclose to Taproot any and all agreements relating to my prior or current employment that may affect my ability to provide pro bono consulting services to Taproot. I represent that any such agreements will not prevent me from providing pro bono consulting services to Taproot. I agree not to bring any third-party confidential information to Taproot, including that of my current or former employer, and that I will not in any way utilize any such information in providing pro bono consulting services to Taproot or its nonprofit clients.

6. EXHIBITS. I agree to comply with the Pro Bono Consultant Policy attached as Exhibit A and the Code of Professionalism attached as Exhibit B. I further agree to sign and abide by the terms and conditions of the Taproot Pro Bono Consultant Confidentiality and Work Product Agreement attached as Exhibit C. I further acknowledge that, due to the nature of my work for Taproot’s nonprofit clients, Taproot’s nonprofit clients may require that I enter into confidentiality agreements or other agreements with their own organization.
7. **CONTRACT TERMS.** This Agreement and its accompanying exhibits contains the sole and entire agreement between the parties, and supersedes any and all other agreements between them. This Agreement will be construed in accordance with the laws of the State of California. I have read this Agreement, understand its terms, and am executing it voluntarily.

PRO BONO CONSULTANT

X__________________________  Dated:____________________

Name: ______________________

Phone: ______________________

Address: ____________________

__________________________________

TAPROOT FOUNDATION

X__________________________  Dated:____________________

Name: ______________________

Title: ______________________
EXHIBIT A
TAPROOT FOUNDATION PRO BONO CONSULTANT POLICY

Pro bono consultants are a crucial part of achieving the goals of Taproot, and help make all of our projects possible. Our primary concern is for the safety and well being of both our pro bono consultants and those who work with them. In order to assist with this fundamental principle, Taproot has established policies for all pro bono consultants:

1. Taproot strictly prohibits discrimination and harassment of any kind, including discrimination and harassment on the basis of race, color, veteran status, religion, gender, sex, sexual orientation, age, mental or physical disability, medical condition, national origin, marital status, or any other characteristics protected under federal or state law or local ordinance.

2. All pro bono consultants must preserve the safety and confidentiality of Taproot along with our clients and donors, and sign a Confidentiality Agreement, which indicates each pro bono consultant’s understanding of and compliance with this policy.

3. Pro bono consultants do not have the right to make any contracts or other commitments for or on behalf of Taproot.

4. Pro bono consultants who use their own vehicles in connection with their pro bono consulting services must have a valid driver’s license and maintain a current insurance policy at all times.

5. Alcohol and/or drug use is not permitted before or during the performance of pro bono consulting services for Taproot, and no drugs or alcohol are permitted on site at Taproot’s headquarters or at a nonprofit client site.

6. Pro bono consultants are expected to abide by Taproot’s policies and by the policies of Taproot’s clients while performing pro bono consulting services for Taproot’s clients.

If you violate any of the above Taproot policies, Taproot may decline to accept any further pro bono consultant services from you.
EXHIBIT B
CODE OF PROFESSIONALISM

The following Code of Professionalism summarizes Taproot's values, and asks that you abide by these values in connection with your pro bono consulting services. We ask that you set an example for others through the following actions:

1. Honoring your pro bono consultant commitment to complete an engagement.
   - Meeting all the milestones laid out in the project plan on time.
   - Keeping to the scope of work outlined in the project plan.
   - Providing consistent, high quality work.

2. Treating nonprofits with the same high level of professionalism that you would bring to any client in a business situation.

3. Disclosing your other commitments, and avoiding conflicts of interest.
   - Informing your current employer that you are volunteering for Taproot.
   - Informing new Taproot nonprofit clients that you are committed to completing any open engagements with other Taproot nonprofits.
   - Avoiding use of your employer's office or company resources for your pro bono consulting work without your employer's prior permission.

4. Ensuring that all meetings are run effectively and professionally.
   - Doing your best to attend pro bono consultant team meetings and arrive on time.
   - Setting a clear agenda and drafting minutes (with clear action items with accountability and deadlines) for meetings that you attend or facilitate.

5. Supporting other pro bono consultants and Taproot's nonprofit clients to ensure the success of all engagements.

6. Communicating clearly and regularly with other pro bono consultants, Taproot's nonprofits clients and Taproot staff. If you are unable to respond to inquiries within a few business days, we ask that you set client expectations for when you expect to respond.

7. Providing and accepting constructive feedback from other pro bono consultants, Taproot's nonprofit clients, and Taproot.

8. Maintaining the confidentiality of information obtained from Taproot and its nonprofit clients.

9. Documenting your pro bono consulting experience for the benefit of Taproot's nonprofit clients and other Taproot teams.

I, ________________________________, agree to serve the community with professionalism and that should anything ever jeopardize my ability to adhere to the Code of Professionalism, I will promptly notify Taproot's Account Director / Project Manager immediately.

Pro Bono Consultant Signature  Date
EXHIBIT C
TAPROOT PRO BONO CONSULTANT CONFIDENTIALITY AND WORK PRODUCT AGREEMENT

This Confidentiality Agreement (this “Agreement”) is made by and between Taproot Foundation (“Taproot”) a non-profit corporation, and undersigned pro bono consultant (“I,” “me,” or “Pro Bono Consultant”). As a condition of my pro bono consulting services with Taproot, I understand and agree to the following:

(1) **Taproot Confidential Information.** I agree at all times during the term of my pro bono consulting relationship with Taproot and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Taproot, or to disclose to any person, firm, or organization unless I have written authorization from Taproot, any of Taproot's Confidential Information. “Confidential Information” means any information disclosed to me by Taproot or by its nonprofit clients. Confidential Information also includes data relating to Taproot or its nonprofit clients’ financial information, personnel information, donor information, marketing, services and markets therefor, or other proprietary information disclosed to me by Taproot or its nonprofit clients. I further understand that Confidential Information does not include any of the foregoing items which: 1) are publicly known and made generally available in the public domain prior to the time of disclosure to me by Taproot; 2) become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved; 3) are in my possession, without confidentiality restrictions, at the time of disclosure by Taproot; or 4) I develop independently without use or reference to Confidential Information.

(2) **Maintenance of Confidentiality.** I agree that I shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, I shall utilize at least the same measures used to protect my own confidential information, such as sensitive personal financial information. I shall not make copies of Confidential Information beyond a reasonable number as necessary for Taproot’s benefit without prior written approval from Taproot. I shall reproduce Taproot’s proprietary rights notices on all authorized copies, in the same manner in which such notices were set forth in or on the original. I shall immediately notify Taproot in the event of any unauthorized use or disclosure of the Confidential Information.

(3) **Third Party Information.** In situations where Taproot has received and/or will receive from third parties or nonprofit clients their confidential or proprietary information, I understand Taproot has a responsibility to maintain the confidentiality of such information and to use it only for certain limited purposes. I further understand that the pro bono consulting work I do for Taproot’s nonprofit clients may expose me to sensitive and confidential information in carrying out my work. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for Taproot and for Taproot’s nonprofit clients.

(4) **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information and all copies thereof which are in my possession shall be and remain the property of Taproot and shall be promptly returned to Taproot at Taproot’s request.

(5) **Work Product.** I recognize that as a pro bono consultant, the work I do for and on behalf of Taproot and its nonprofit clients, including all inventions, materials, processes, documents, data, software, know-how, and other information that I prepare, deliver, develop or generate in connection with my relationship with Taproot (the “Work Product”) is important and valuable both to Taproot and to its nonprofit clients. I understand that Taproot needs to assure that Taproot and its nonprofit clients have the legal right to use the Work Product. Thus, as part of my pro bono consulting services, unless otherwise agreed in writing, I hereby grant to Taproot, its affiliates and successors a perpetual, non-exclusive, assignable, royalty-free, worldwide license to use, modify, reproduce, display, perform, distribute, sublicense, make derivative works of, and otherwise utilize my Work Product for
purposes of the client project for which it was created, as well as for any other nonprofit client or project of Taproot, its affiliates or successors.

(a) **Perpetual:** The license is perpetual, meaning that it does not expire at any point in the future.

(b) **Non-exclusive:** The license to use my Work Product is non-exclusive, meaning that I retain the right to permit other organizations, entities, or individuals to use my Work Product.

(c) **Assignable:** Taproot, its affiliates or successors may assign their rights in the Work Product.

(d) **Royalty-Free:** The license is royalty-free, meaning that I will not be compensated for use of my Work Product pursuant to the license above.

I have all rights necessary to enter into this agreement and to license the Work Product, and by doing so I am not infringing the rights of, or breaching any obligation I have to, any other person or entity. I confirm that I am not aware of any intellectual property rights belonging to any third party that would require Taproot to obtain a license from, or pay royalties to, any such third party in order to use my Work Product.

(6) **Term.** This Agreement shall survive until such time as all Confidential Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of mine.

(7) **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of California. Each party consents to jurisdiction in the State of California.

IN WITNESS WHEREOF, the undersigned executed this Agreement as of the date set forth above.

Date: ________________

(Pro Bono Consultant’s Signature)

________________________________________

(Printed Name)