

ATTACHMENT A
Standard Terms & Conditions
Services Contract

THE FOLLOWING STANDARD TERMS & CONDITIONS, TOGETHER WITH THE TERMS SET FORTH IN THE CONTRACT SHEET AND ATTACHMENTS, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THIS AGREEMENT SUPERSEDES ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, EITHER ORAL OR WRITTEN, BETWEEN THE PARTIES ON THIS SUBJECT.

1. **Independent Contractor.** At all times in the performance of this Agreement, the Contractor will act as an independent contractor. No representations will be made by Contractor that would create apparent agency, employment or partnership with the Council. Neither Contractor nor its employees, agents or subcontractors are agents or employees of the Council, and therefore are not entitled to any employee benefits of the Council, including but not limited to any type of insurance. Contractor will employ the staff, control the personnel, provide the facilities and have exclusive control over the expenditure of funds paid by the Council to Contractor under this Agreement.
2. **Materials Ownership.**
 - 2.1. **Assignment of Rights.** Contractor acknowledges that all duties performed hereunder were specifically ordered or commissioned by the Council ("Work"); that the Work constitutes and shall constitute a work-made-for-hire as defined in the United States Copyright Act of 1976; that Council is and shall be the author of said work-made-for-hire and the owner of all rights in and to the Work, in perpetuity and in all languages, for all now known or hereafter existing uses, media and forms, including but not limited to the Internet or other digital format. To the extent that the Work is not recognized as a work-made-for-hire, Contractor hereby transfers and irrevocably assigns, and Council accepts, all worldwide right, title, and interest (including the right to prosecute, settle or defend any claims of copyright infringement) throughout the universe in perpetuity in the Work, including, without limitation all intellectual property rights. The Contractor waives all claims to "moral rights" of any nature in the Work created under this Agreement. The Contractor further agrees to execute any documents that the Council deems necessary to assure transfer of property rights to the Council. Contractor warrants that the Work is not restricted in any way by, or does not violate or infringe any existing patents, copyrights, trade secrets, or any other rights of third parties.
 - 2.2. **Ownership Rights.** All originals and copies of materials (including programs, diskettes, tapes, listings, and other programming documentation) originated and prepared by or for the Council, or provided to the Contractor by the Council, pursuant to this Agreement shall be the property of the Council, shall be promptly delivered to the Council upon request, and shall not be used in the performance of any other service by the Contractor without prior written authorization by the Council.
3. **Confidentiality.** Contractor shall maintain the confidentiality of all proprietary information provided to it by the Council, including any and all information designated as confidential and the contents of this Agreement. Contractor will not use (other than in the performance of this Agreement) or disclose such confidential information to others during or subsequent to the termination of this Agreement. In the event Contractor is required by law, regulation or a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, to disclose any of the confidential information disclosed by the Council, Contractor will promptly notify the Council in writing of the existence, terms and circumstances surrounding such required disclosure so that the Council may seek a protective order or other appropriate remedy from the proper authority. Contractor agrees to cooperate with Council in seeking such order or other remedy.
4. **Timing and Expenses.** The Council agrees to pay Contractor up to a total amount not-to-exceed the Total Project Cost indicated on the Contract Sheet, payable following receipt and acceptance of a detailed invoice(s) as set forth below. The parties agree that all Council payments include any sales, use or other

taxes and fees that may be applicable to the services, products and expenses, and any such taxes or fees shall be the sole responsibility of Contractor.

- 4.1. **Expenses.** The Council will reimburse Contractor for reasonable out-of-pocket expenses necessary to complete the services and products as detailed in the Scope of Work on the Contract Sheet. Contractor agrees that expenses charged for use of personal automobiles shall not exceed the current mileage allowance as set by the Internal Revenue Service. Contractor agrees that air travel shall be at "coach" fares, with tickets purchased in advance, when possible, to obtain the lowest rate, provided, however, that the Council will not reimburse Contractor for unused tickets unless Council caused the reason for cancellation. All out-of-pocket expenses shall be charged to the Council at Contractor's cost, without administrative charges, up to approximately the amount estimated as Expenses on the Contract Sheet.
- 4.2. **Invoice.** Each invoice shall include a description of the services performed and products provided, the number of hours for individual tasks, itemized expenses, and such other information as the Council shall request. The Council shall not be obligated to any amounts that it determines, in its reasonable judgment, to be in dispute. Unless otherwise specified on the Contract Sheet, the Contractor shall provide the Council with a detailed monthly invoice on or before the 15th day of the month following the month in which services and products were performed and provided.
- 4.3. **Fee Increase.** No Amendment to this Agreement involving any increase to the Total Project Cost shall be effective unless authorized in writing and signed by both Parties.
5. **Compliance with Applicable Laws and Standards.** Contractor agrees to discharge all obligations imposed on it by any law, regulation, order, license, permit, approval, or other legal requirement or quality assurance standard applicable to the work to be done under this Agreement.
6. **Conflicts and Conflicting Obligations.** Council recognizes that conflicts in Contractor's representation of Council and other clients may arise from time to time. Based on the information Council provides to Contractor and before initiating work, Contractor will perform a conflict-of-interest check to identify potential or actual conflicts of interest. If a potential or actual conflict of interest is identified during the initial review, or at any point during this Agreement, Contractor will promptly consult with Council and discuss the Contractor's role going forward, if any. If the Council and Contractor cannot satisfactorily resolve a conflict, either party may terminate this Agreement.
7. **Termination.** The Council may reduce the scope of work or terminate this Agreement in whole or in part with ten (10) days prior notice to the Contractor. In the event of termination, the Contractor shall stop work as quickly as possible and submit to the Council a detailed accounting of costs to the date of termination and all data relevant to the work accumulated to the date of termination. The costs of termination shall not exceed the balance not paid under this Agreement. This Agreement may also be terminated for default if the Contractor fails to make delivery of work product or perform services within the time specified.
8. **Negotiation/Mediation.** The parties will attempt in good faith to resolve any dispute arising out of, or relating to, this Agreement promptly by negotiation between representatives of the Council and Contractor who have authority to settle the dispute. Either party may give the other party written notice of any dispute not resolved in the normal course of business. In the event that the parties are unable to resolve any dispute by negotiation within sixty (60) days of the disputing party's notice, the parties may seek to settle the dispute by mediation under the then current Center for Public Resources (CPR) Model Mediation Procedure for Business Disputes before having recourse to any other proceeding or forum. All negotiations under this paragraph are confidential and shall be treated as compromise and settlement negotiations for purposes of any and all applicable rules of evidence.
9. **Publicity Limitations.** The Contractor shall not use the name of the Council or discuss the details of any ongoing or completed work performed under this Agreement in connection with any advertising, promotional literature, or other public disclosure without the prior written approval of the Council.
10. **Indemnity.** To the extent permitted by law, Contractor shall be responsible for its own negligence and willful misconduct and that of its officers, employees and agents.

11. **General Provisions.**

- 11.1. **Notices.** All notices or communications related to this Agreement shall be delivered or mailed postage prepaid to the parties, including the Council Project Manager, at their respective places of business as identified in the signature block on the Contract Sheet, unless otherwise designated in writing.
- 11.2. **Captions.** The headings and captions in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of the Agreement.
- 11.3. **Assignment.** Neither party may assign this Agreement without the prior written consent of both parties.
- 11.4. **Force Majeure.** A delay in or failure of any party to perform its obligations shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences, whether direct or indirect, beyond the reasonable control of the party affected, including, but not limited to: Acts of God, strikes, civil disorder, terrorism, war, or legal prohibition that makes this Agreement impracticable or illegal, provided that the party affected provides notice of such event to the other party within a reasonable time.
- 11.5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, United States of America. Actions brought under this Agreement shall be brought in the Commonwealth of Virginia in any court of competent jurisdiction in the counties of: (1) Arlington; (2) Fairfax; (3) Prince William; and in the United States District Court for the Eastern District of Virginia in Alexandria. Contractor agrees and submits to the jurisdiction of such courts for the purpose of litigating any claim or action related to this Agreement.
- 11.6. **Severability.** The provisions of this Agreement are severable. If any such provision is determined to be unenforceable, such unenforceability will not affect any other provision of this Agreement, and the Agreement will be construed as if such unenforceable provision had not been contained herein.
- 11.7. **Waiver.** The failure of the Council to enforce any provision of this Agreement shall not constitute a waiver by the Council of that or any other provision.
- 11.8. **Contract Supervisor.** The Council enters into this Agreement with the understanding that the services will be personally supervised by the Contract Supervisor identified on the Contract Sheet. If this should change, the Contractor agrees to notify the Council not less than 7 days in advance, in which event the Agreement becomes subject to re-negotiation or termination at the Council's option.

END OF STANDARD TERMS & CONDITIONS

CONTRACT SHEET

Contract Number
10002181

This Agreement is entered into by and between, and may only be enforced by, the American Chemistry Council, Inc. at 700 2nd Street NE, Washington, DC, 20002 on behalf of its State Affairs (Team/Panel/Group) (hereinafter "Council") and (Individual or Company): JEM Associates NY, LLC (hereinafter "Contractor").

The Parties agree as follows:

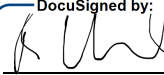
Attachment "A," Standard Terms and Conditions and any other Attachment included with this Contract Sheet is incorporated by reference and made part of this Agreement. The Contractor, as an independent contractor, agrees and represents that the services and work set forth herein will be performed and provided in a professional, competent, high quality, and timely manner.

- 1. Terms of Payment and Type of Contract.** Following satisfactory performance of services and/or work, the Council will pay Contractor pursuant to this Agreement up to an amount not to exceed a "Total Project Cost" of \$80,000.00, inclusive of all "Fees" and "Expenses." Fees for the duration of this contract will be billed at the following rate(s): \$20,000 will be made following receipt of signed contract and \$20,000 on April 1, 2019, \$20,000 on July 1, 2019 and \$20,000 on October 1, 2019.
- 2. Dates.** This Agreement will be in effect from Jan 01 2019 until Dec 31 2019.
- 3. Scope of Work.** The service and/or work to be performed and provided ("Services") is detailed below including any milestones, reports, work products, or other deliverables. If appropriate, the Contractor's Scope of Work is attached as Attachment "B," and incorporated by reference. In the event of a conflict between an attached Scope of Work and either this Contract Sheet or the terms in Attachment "A," the terms of the Contract Sheet and Attachment "A" prevail. The contractor agrees to provide lobbying services as directed by Margaret Gorman on chemical and plastics legislation, matters and/or proceedings before the legislature, executive office and/or administrative agencies and departments in the State of New York (herein after "Services"). Additionally, the contractor agrees to assist with political mobilization engagements.

On all correspondence, invoices and reports relating to this Agreement indicate the Contract Number designated above.

THE PARTIES SIGNING BELOW AGREE TO ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE ATTACHED, AND WARRANT THAT THEY HAVE AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THEIR ORGANIZATION.

CONTRACT SHEET (Cont'd)

DocuSigned by:

0861E3C00C234BD...
Signature

FOR THE COUNCIL**Rudy Underwood**

Typed Name

Vice President, State Affairs & Pol. Mobilization

Title

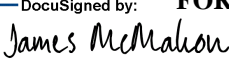
12/29/2018

Date

If needed, Project Manager(s): **Margaret Gorman**

Phone: (202) 249-7000 (518) 432-7835 Ext. 1903

Attachment(s): **A:Standard Terms & Conditions –
Services Contract**

DocuSigned by: **FOR THE CONTRACTOR**

ACABCA76234A42F
Contractor Signature

Mr. James McMahon

Typed Name

President

Title

12/29/2018

Date

Address: **20 Valleyview Drive
Albany, NY, 12208
USA**

Main Phone: () -

Contract Supervisor: **Mr. James McMahon**Phone: **(518) 281-3322**E-Mail: **james@jemassociatesny.com**