

Instructions for Employee Confidentiality Agreement Template

Section 1: in the blank, insert the title of the person who may authorize the employee to reveal confidential information. Be sure to use the person's title – not their name so that the form doesn't need to be updated when someone new occupies that position.

Date and Signature Block: have the employee sign, print their name, and date the form in the spaces provided following Section 4.

Review: This form does not require additional Legal Department review unless you revise it.

Instructions for Confidentiality and Non-Disclosure Agreement Template

Section 1: in the blank, insert the name of the individual, organization, or company you are or plan to negotiate with.

Section 2: check the blanks for all of the items for which you may negotiate a purchase.

Section 3: enter the names or titles of all persons with whom you will share the information you receive during negotiations. These may include your employees, persons from other departments or enterprises of the Tribe, and/or third-party lenders, consultants and others. Be sure to include, as appropriate, the Tribal Council and/or enterprise governing board. You don't need to enter your legal or tax advisors, as these are covered by the language of this section.

Section 6: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Date and Signature Block: following Section 6, be sure to enter the date of the Agreement and fully complete the signature blocks.

Review: this form does not require additional Legal Department review unless you revise it.

Instructions for Memorandum of Agreement Template

Section B: describe the product, service or program broadly enough and in sufficient detail that information, samples, or other materials you may receive from the consultant are clearly included. For example, if you are exploring several different options with the consultant, you must use a description that covers all of them (e.g. if exploring the possibility of opening a retail grocery store on the reservation, the possibility of franchising that store to others off-reservation and the development of logos and merchandise related to those operations, it would not be sufficient to simply enter "retail store development"; you would want to specify that it's a grocery store, the on- and off-reservation components, and the development of the related items).

Section C: enter the consultant's name or, if he/she is working through a corporation or other organization type, enter the name of that entity.

Section 5: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Date and Signature Block: following Section 5, be sure to enter the date of the Agreement and fully complete the signature blocks.

Review: you should obtain Legal Department review of Section C of this form.

Instructions for Independent Contractor Agreement for Consultant Template

Introductory Paragraph: enter the name of the individual or company with which you are working and their full business address in the first two blanks. In the remaining blanks, enter the date the agreement will become effective and the ending date for the agreement. Don't enter an ending date far beyond the date you reasonably expect the work to be completed – if it becomes necessary to extend the contract later, you can use the Addendum B template provided.

Section 1: check the appropriate blank depending on whether you can adequately describe the work to be performed in the space provided with the first option, or you wish to use an attachment. It is very important to describe the work to be performed in sufficient detail so that the contract is enforceable if the work is not up to your expectations.

1. You should be sure to cover quality, quantity, size, timing, model number, performance characteristics, and other factors in your description. For example, if you are ordering a neon sign for exterior use that is to be 6' x 9', include four colors, specific wording and graphics, and have edge lighting that flashes at a four-second interval, and you expect the consultant to provide all installation, wiring, and other related services, it will not be sufficient to simply list "6' x 9' neon sign". You may also want to attach photos, drawings, or detailed technical specifications.
2. Be aware that if you don't include them as attachments, sales materials provided by the vendor that include promises of the item's features or performance capabilities do not become part of the contract and are likely unenforceable.

Section 2: select a payment option by checking the appropriate blank and inserting the required information.

Section 3: we strongly recommend that you check the blank and insert a maximum total cost. This is a good idea in all cases, but is especially recommended if you select the second option in Section 2. If you need to adjust the amount later, you can always do so using the Addendum B template provided.

Section 4: select payment terms by checking the appropriate blank and inserting the required information. If you select the third option, be sure to adequately describe the services that must be complete before that payment is made.

Section 5: select appropriate option for payment of expenses. If you select the second option, be sure to describe allowable expenses with sufficient detail and insert the maximum total cost of all allowable expenses. You may want to consider adding that the listed expenses are permitted only when approved in advance in writing.

Section 8: if intellectual property will be developed under the contract (e.g. artwork/graphics, written materials or other media, marketing plans, software, etc., consider selecting this option to prohibit the consultant from using the material or information elsewhere without your permission.

Section 13: consider this option requiring the consultant to obtain and provide proof of workers' compensation coverage to reduce possible liability.

Section 14: enter the amount of insurance the consultant must maintain to cover his/her liability for negligent acts. This is especially important if the consultant will have access to your electronic equipment, property, facilities, or other valuable items or information that would be costly to repair or replace. If you need assistance in determining how much insurance coverage is appropriate in a particular situation, please give us a call. Enter "0" in the blank if no insurance coverage is required.

Section 15: check the appropriate blank to select termination terms. If you select the first option, you will need "reasonable cause" to terminate the agreement (see the definition of reasonable cause included in that option).

Section 22: check the appropriate blank to allow or disallow the contractor from subcontracting its rights or obligations under the Agreement. We generally recommend that you select the second option.

Section 24: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Section 25: fully complete the signature blocks.

Review: you should obtain Legal Department review of the completed template, including attached exhibits.

Instructions for Contract for Goods and/or Services Template

Introductory Paragraph: enter the date of the contract in the first blank, the name of the contractor in the second blank, and the contractor's complete business address in the third blank.

Section 1: complete the Exhibit A blank provided to describe the goods and/or services to be provided. It is very important to describe the work to be performed in sufficient detail so that the contract is enforceable if the work is not up to your expectations. Also, be sure to include the contract price in Exhibit A.

1. You should be sure to cover quality, quantity, size, timing, model number, performance characteristics, and other factors in your description. For example, if you are ordering a neon sign for exterior use that is to be 6' x 9', include four colors, specific wording and graphics, and have edge lighting that flashes at a four-second interval, and you expect the consultant to provide all installation, wiring, and other related services, it will not be sufficient to simply list "6' x 9' neon sign". You may also want to attach photos, drawings, or detailed technical specifications.
2. Be aware that if you don't include them as attachments, sales materials provided by the vendor that include promises of the item's features or performance capabilities do not become part of the contract and are likely unenforceable.

Section 2: be sure that you have included the contract price in Exhibit A.

Section 3.1: select payment terms by checking the appropriate blank. If you choose Option 2, be sure to complete Exhibit B. Be precise about amounts, timelines, invoicing, documentation, and other requirements.

~~**Section 5:** enter the start and end dates for the performance of the contract.~~

Section 8.1: enter the name of the contractor's representative who will serve as the Contractor Officer.

Section 8.2: enter the name of the person who will represent you for the implementation of the contract as your Contractor's Representative.

Section 12: enter the amount of insurance the consultant must maintain to cover his/her liability for negligent acts. This is especially important if the consultant will have access to your electronic equipment, property, facilities, or other valuable items or information that would be costly to repair or replace. If you need assistance in determining how much insurance coverage is appropriate in a particular situation, please give us a call. Enter "0" in the blank if no insurance coverage is required.

Section 19: check the appropriate blank to allow or disallow the contractor from subcontracting its rights or obligations under the Agreement. We generally recommend that you select the second option.

Section 21: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Signature Blocks: fully complete the signature blocks.

Review: you should obtain Legal Department review of the completed template including attached exhibits.

Instructions for Consulting Contract Template

Introductory Paragraph: enter the date of the contract in the first blank, the name of the contractor in the second blank, and the contractor's complete business address in the third blank.

Section 1: complete the Exhibit A blank provided to describe the goods and/or services to be provided and the Exhibit B blank provided to establish the fee schedule

Exhibit A: it is very important to describe the work to be performed in sufficient detail so that the contract is enforceable if the work is not up to your expectations.

1. You should be sure to cover quality, quantity, size, timing, model number, performance characteristics, and other factors in your description. For example, if you are ordering a neon sign for exterior use that is to be 6' x 9', include four colors, specific wording and graphics, and have edge lighting that flashes at a four-second interval, and you expect the consultant to provide all installation, wiring, and other related services, it will not be sufficient to simply list "6' x 9' neon sign". You may also want to attach photos, drawings, or detailed technical specifications.
2. Be aware that if you don't include them as attachments, sales materials provided by the vendor that include promises of the item's features or performance capabilities do not become part of the contract and are likely unenforceable.

Exhibit B: establish the fee schedule in Exhibit B. Be sure to be precise about amounts, timelines, invoicing, documentation, and other requirements. Note the ~~connection between this section and Section 3.1, depending on the option~~ selected in Section 3.1.

Section 2.1: enter the maximum contract price.

Section 3: select the appropriate option for payment of the Contract Price.

Section 4: enter the start and end dates for the performance of the contract. Also enter the amount of any daily penalty the contractor must pay for failure to timely complete the work (enter \$0 if no penalty will apply).

Section 9: in Sections 9.1 and 9.2, enter the number of days' notice required.

Section 12.1: enter the name of the contractor's representative who will serve as the Contractor Officer.

Section 12.2: enter the name of the person who will represent you for the implementation of the contract as your Contractor's Representative.

Section 18: enter the amount of insurance coverage the consultant must maintain. If you need assistance in determining how much insurance coverage is appropriate in a particular situation, please give us a call. Enter "0" in the blank if no insurance coverage is required.

Section 28: check the appropriate blank to allow or disallow the contractor from subcontracting its rights or obligations under the Agreement. We generally recommend that you select the second option.

Section 29: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Signature Blocks: fully complete the signature blocks.

Review: you should obtain Legal Department review of the completed template including attached exhibits.

Instructions for Liability Waiver / Hold Harmless Agreement Template

Section 1: enter the name of the person or organization in the first blank, the type of entity in the second blank (e.g. "individual", "Washington Corporation", "federal agency", "Tribal Government", "Nevada LLC"), and the entity's full address in the third blank.

Section 2: enter the date of the event in the first blank. Check the box(es) for all services to be provided (be as specific as possible). Following the last check box, fill in the blank with any third-party services the customer will directly arrange (e.g. customers sometimes bring in specialty cakes, entertainment, equipment, etc.).

Section 11: select the appropriate option depending on whether you will accept faxed signatures or provide duplicate signed originals.

Date and Signature Blocks: fully complete the date and signature blocks.

Review: you do not need to obtain additional Legal Department review of the completed template.