

SERVICES AGREEMENT

Between

**The Open Source Geospatial Foundation
14525 SW Millikan #42523
Beaverton, OR 97005-2343**

And

**SharedGeo
1360 University Ave. West, Suite 455
St. Paul, MN 55104-4086**

The Open Source Geospatial Foundation (“OSGeo”), promoter of an educational conference known as the Free and Open Source Software for Geospatial – North America Conference (“FOSS4G NA”) seeks to retain the administrative services of the non-profit organization known as SharedGeo (“SG”) for the purposes of conducting a conference in the Minneapolis/St. Paul, Minnesota area in May 2013.

I. Goals and Expectations

Both the OSGeo and SG share a strong commitment to work collaboratively to ensure that FOSS4G NA is the premier conference for free and open source geospatial software in North America. Both parties will maintain a commitment to emphasizing the mission and objective of FOSS4G NA, and will strive to observe the spirit and intent of this agreement and act in good faith in all related matters, recognizing that the ultimate success of the conference is a direct reflection on the level and effectiveness of the partners’ efforts and dedication.

II. Scope of Services/Responsibilities

Both OSGeo and SG recognize that adherence to the basic procedures and processes outlined in this Service Agreement will contribute to the operational success of FOSS4G NA, serve to minimize conflicts or confusion, and provide an agreed-upon method of fairly addressing situations where disagreements may occur. In addition, both parties recognize that OSGeo has an important financial interest in a successful outcome of FOSS4G NA.

OSGeo and SG acknowledge that no offer of Federal or State tax-exempt status has been specifically extended by SG to OSGeo by this Service Agreement, nor is such status expected by the OSGeo from SG through this Service Agreement. However, both parties acknowledge that OSGeo intends to create a “FOSS4G NA Conference Committee Project” (“The Committee”), to which SG will assign a mutually agreed individual to serve as a volunteer “no cost” project lead. As such, SG anticipates it will be able to extend tax exempt status to all donations given to The Committee under a “Pre-Approved Grant Relationship”, provided The Committee so applies to SG.

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The division and scope of various responsibilities and services is outlined as follows:

- A. Except as specifically assigned to other entities below, through The Committee, OSGeo will be responsible for all activities, outreach and materials related to arranging and conducting FOSS4G NA, including:
- Date selection,
 - Venue research,
 - Creating sponsorship prospectus and solicitation,
 - Initial announcement and Save the Date flyer,
 - Management of fund raising and sponsorship activities,
 - Obtaining all relevant insurance policies protecting the conference, as well as ensuring all aspects of the event and volunteer participation are covered by injury and liability insurance at a level customary for similar sized events,
 - Overall financial management,
 - Negotiating all contracts associated with the event,
 - Managing the call for presentations,
 - Website development and maintenance,
 - All registration materials,
 - Assembly of registration packets,
 - Providing management and oversight of any sub-contractors required to perform specific services (including, but not limited to conference planning, logistics, registration management, exhibits management and preparing an exhibitor prospectus and solicitation of exhibitors),
 - Event management,
 - Planning of any outside events,
 - Educational and technical program (including post event posting of presentations), and
 - Filing of any required post event Federal and State income tax returns.
- B. SharedGeo will provide the following services to The Committee:
- Serve as the Event Fiscal Agent, and
 - Serve as the Event Contracting Agent for any services deemed necessary by The Committee.
- C. OSGeo will serve as the financial backer for the event and will provide all appropriate capital, insurance, and services, for that position including:
- Providing funds in a timely manner so contracts requiring deposits can be signed as negotiated The Committee,
 - Directing overall financial management through The Committee,
 - Through The Committee, obtaining all relevant insurance policies protecting the conference, as well as ensuring all aspects of the event and volunteer participation are covered by injury and liability insurance at a level customary for similar sized events, and
 - As necessary, providing funds to cover any event shortage at the final settlement.

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III. Definition of SG Services

A. SG will provide the following services for The Committee:

1. Event Fiscal Agent:

- SG will be responsible for the physical and electronic management and safeguard of all funds sent to it by OSGeo and/or The Committee,
- As needed, SG will provide tax exempt notification for qualified donations to The Committee, and
- At conclusion of FOSS4G NA, SG will ensure the settlement of all accounts is promptly handled in accordance with instructions from The Committee.

2. Event Contracting Agent: As directed by The Committee, SG will contract as necessary to deliver the services required to ensure overall professionalism and success of the FOSS4G NA Conference. All contracts so signed by SG will be signed on behalf of The Committee. SG will work closely with the OSGeo and/or The Committee to arrange for these services, which will be paid for “at cost” by the conference.

IV. Miscellaneous

Volunteerism:

SG understands FOSS4G NA is a unique event which seeks to utilize volunteerism to the maximum extent possible as a way to hold down costs. However, in order to facilitate effective resolution of circumstances where volunteers are unwilling or unable to perform duties as delineated in II.A. above, The Committee will promptly notify SG of any such development and what actions, if any, SG will be required to take as the Event Contracting Agent. In those circumstances where an additional contract is required, The Committee will provide specific guidance as to the nature of any such contract to be let. This will include at a minimum: Name and address of party to be employed, expected services or products, rate of pay, and duration of contract.

Communication with the Committee

SG will ensure appropriate representation on all The Committee conference calls and planning meetings, and respond to all questions and requests in a complete and timely fashion.

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Sub-Contractors

At its prerogative, SG may hire sub-contractors to deliver services required of it by this agreement. SG will work with The Committee to ensure a mutually agreeable arrangement is made for these services, which will be paid for "at cost".

V. Financial Arrangements

SG will provide services to The Committee on a "Cost Plus" basis as described below.

Cost

All expenses directly incurred by SharedGeo staff on behalf of the FOSS4G NA Conference will be reimbursed by the conference. SharedGeo employee hours and any outsourced services (to include travel and expenses) will be charged back to the conference, as mutually agreed. Anticipated charges for duties potentially assigned to it by this agreement are:

- Event Fiscal Agent : \$75.00/hr. (anticipated to be Nancy Read, SG)
- Event Contracting Agent: \$50.00/hr. (anticipated to be Steve Swazee, SG)
- Bookkeeping: \$75.00/hr. (anticipated to be Phil Berg, sub to SG)
- Event Services/Management: \$50.00/hr. (anticipated to be Libby Hanna, sub to SG)
- Other services as mutually agreed

Plus

3.00% of all revenue (includes all funds whatsoever for FOSS4G NA 2013, except for funds brought forward from FOSS4G NA 2012).

VI. Termination and Acceptance

Termination

This agreement may be terminated only upon mutual agreement by SG and The Committee.

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Acceptance

By their signatures below, the authorized official of each party to this agreement represents that they are duly authorized to sign this agreement and bind their respective organization.

For The Open Source Geospatial Foundation:



Daniel Morissette, Treasurer

DATE: 2012-08-22

For SharedGeo:



Stephen Swazee, Executive Director

DATE: 22 August, 2012