**LEGISLATIVE CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 20XX by and between the NAIFA-*chapter* and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. NAIFA-*chapter* desires to engage Consultant as an independent contractor to perform legislative consulting services for NAIFA*-**chapter*, and Consultant is willing to perform such services, on the terms and conditions set forth below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. **SERVICES AND COMPENSATION**
   1. NAIFA-*chapter* hereby engages Consultant, and Consultant accepts such engagement, subject to the terms and conditions contained herein, to perform for NAIFA-*chapter* the following services (“Services”):
      1. Track NAIFA-*chapter* related legislation and report to NAIFA-*chapter* legislative committee; Prepare legislative summaries for distribution to membership during active legislative periods.
      2. Attend all state legislative committee meetings and hearings on legislation concerning NAIFA-*chapter* and inform legislative committee in a timely manner when such meetings are scheduled;
      3. Identify key legislative leaders who are supportive of our position. Organize meetings to educate and garner their support. This includes the pool of newly elected legislators.
      4. Educate members of House and Senate standing committees which will have legislative purview through direct and indirect lobbying efforts.
      5. Prepare legislative reports as needed, outlining legislation concerning NAIFA-*chapter*. Develop talking points and support materials to be used as legislative handouts and grassroots/grasstops education pieces;
      6. Regularly correspond with NAIFA-*chapter* Legislative Committee, President, Executive Board, NAIFA’s State Chapter Director and other key NAIFA-*chapter* contacts to inquire, inform, and strategize to achieve the most desirable legislative outcomes;
      7. Be available for consultation by telephone;
      8. Identify other associations/trade groups as proponents and opponents of legislative reforms. Secure the support of reforms by the proponents and minimize objections of possible opponents. Work with other lobbyists or other interested parties engaged by NAIFA-*chapter*;
      9. Coordinate with NAIFA National on any nation-wide legislative or regulatory model put forth by either the National Insurance of Insurance Commissioner, or the National Conference of Insurance Legislators;
      10. Attend all NAIFA-*chapter* executive committee and board of director meetings;
      11. Brief NAIFA*-chapter* Executive Board, Government Relations Committee and NAIFA’s State Chapter Director on legislative activity;
      12. Attend all NAIFA-*chapter* membership meetings regarding legislative activity;
      13. From time-to-time introduce NAIFA-*chapter* board and Government Committee members to key legislators; as needed or as requested by NAIFA-*chapter*.
      14. Identify NAIFA-*chapter* members in key legislative districts and assist in development of relationships with their legislators;
      15. Utilize comprehensive electronic database of members to solicit legislative support of government relations effort; Coordinate with NAIFA National as necessary;
      16. Identify when client involvement is needed and assist in coordination of client involvement;
      17. Provide advice and assistance in member political involvement and implementation of strategy and goals of the NAIFA-*chapter* political action committee and coordinate with legal counsel and accountants on PAC bookkeeping an ethics compliance.
      18. Assist in arranging the personal delivery of PAC disbursements to legislators, with a contributing member of the legislative district. In the event there is no contributing member of the legislative district and a member of the State Board or Government Relations Committee is not available, NAIFA-*chapter* will have the final decision on alternative methods of delivery of PAC disbursements.
   2. Consultant agrees to use reasonable efforts to meet any delivery dates for work product set forth in this paragraph and to deliver work product to NAIFA-*chapter* that confirms to the project specifications set forth in this paragraph. Consultant warrants that the Services will be performed in accordance with all reasonable professional standards for similar services.
   3. In consideration for the performance of the services in this Agreement, NAIFA-*chapter* agrees to pay Consultant a monthly fee of $\_\_\_\_\_ due and payable in the month following rendering of services.
   4. NAIFA-*chapter* shall also pay Consultant' expenses incurred in providing services, including, but not limited to, the following:

i. Mileage to NAIFA-*chapter* events and meetings if not held locally;

ii. Any other travel reimbursement to attend out-of-state meetings

authorized by NAIFA-*chapter*; and

iii. Legislative meals and entertainment authorized in advance by

NAIFA-*chapter*.

iv. NAIFA-*chapter* shall also reimburse Consultant for any principal registration fees charged by the *State* Ethics Commission and paid for by Consultant on NAIFA-*chapter*’s behalf. Expenses are due when incurred and will be invoiced monthly along with the fee described in paragraph (c) above.

1. **CONFIDENTIALITY** 
   1. “Confidential information” means any NAIFA-*chapter* proprietary information, technical data, trade secrets or know-how, including but not limited to, research product plans, products, services, consumers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware, configuration information marketing, finances or other business information disclosed by NAIFA-*chapter* either directly or indirectly in writing, or orally.
   2. Consultant will not, during or subsequent to the term of this Agreement, use NAIFA-*chapter* 's Confidential information for any purpose whatsoever other than the performance of the Services on behalf of NAIFA-*chapter* or disclose NAIFA-*chapter*'s Confidential information to any third party, and it is understood that said Confidential information shall remain the sole property of NAIFA-*chapter*. Consultant further agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential information including, but not limited to, having each employee of Consultant, if any, with access to any Confidential information, execute a nondisclosure agreement containing provisions in NAIFA-*chapter*'s favor substantially similar to Sections 2 and 5 of this Agreement. Confidential information does not include information which (i) is known to Consultant at the time of disclosure to Consultant by NAIFA-*chapter* as evidenced by written records of Consultant, (ii) has become publicly known and made generally available through no wrongful act of Consultant or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure. Without NAIFA-*chapter*'s prior written approval, Consultant will not directly or indirectly disclose to anyone the existence of this Agreement or the fact that Consultant has this arrangement with NAIFA-*chapter*.
   3. Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant in confidence, if any, and that Consultant will not bring onto the premises of NAIFA­*chapter* any unpublished document or proprietary information belonging to such employer, person or entity unless consented to in writing by such employer, person or entity. Consultant will indemnify NAIFA-*chapter* and hold it harmless from and against all claims, liabilities, damages and expenses, including reasonable attorneys' fees and costs of suit, arising out of or in connection with any violation or claimed violation of a third party's rights resulting in whole or in part from NAIFA-*chapter's* use of the work product of Consultant under this Agreement.
   4. Consultant recognizes that NAIFA-*chapter* has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on NAIFA-*chapter*'s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that Consultant owes NAIFA-*chapter* and such third parties, during the term of this Agreement and thereafter, a duty 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 the Services for NAIFA-*chapter* consistent with NAIFA-*chapter’s* agreement with such third party.
   5. Upon termination of this Agreement upon NAIFA-*chapters* earlier request, Consultant will deliver to NAIFA-*chapter* all NAIFA-*chapter’s* property or Confidential information in tangible form that Consultant may have in Consultant’s possession or control.
2. **Conflicting Obligations**

Consultant certifies that Consultant has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof and further certifies that Consultant will not enter into any such conflicting Agreement during the term of this Agreement. NAIFA-*chapter* acknowledges that Consultant has other professional obligations and will not be able to devote their full time and attention to providing such services to the NAIFA-*chapter*.

1. **TERM AND TERMINATION**

The term of this Agreement will commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by either party for any reason upon thirty (30) days prior written notice. Upon termination, NAIFA-*chapter* shall be obliged to pay, within thirty (30) days of the effective date of termination, all amounts owing to Consultant for Services performed prior to termination in accordance with the provisions of Section 1 (Services and Compensation). Upon such termination all rights and duties of the parties towards each other shall cease except Sections 2 (Confidentiality) and 5 (Independent Contractor) shall survive termination of this Agreement, and Consultant shall return to NAIFA-*chapter* any and all Work Product, whether completed or in progress, and all materials supplied by NAIFA-*chapter* to Consultant, including without limitation, software, tapes, listings, document or equipment.

1. **INDEPENDENT CONTRACTOR**

Nothing in this Agreement shall in any way be construed to constitute Consultant as agents, employees or representatives of NAIFA-*chapter*, but Consultant shall perform the Services hereunder as an independent contractor. Consultant agrees to furnish (or reimburse NAIFA-*chapter* for) all tools and materials necessary to accomplish this contract, and shall incur all expenses associated with performance, except as expressly provided in Section 1 of this Agreement. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement, and Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon.

1. **ASSIGNMENT**

The Services to be performed by Consultant hereunder are personal in nature, and NAIFA-*chapter* has engaged Consultant because of Consultant's unique expertise relating to such Services. Neither this Agreement nor any right, interest, duty or obligation hereunder may be assigned, transferred or delegated by either party without the express written consent of the other party.

1. **INDEMNITY**

Consultant agrees to defend and indemnify NAIFA-*chapter* from and against any and all claims, demands or liability arising out of or relating to (i) any injury to persons or damage to property caused by breach of contract, willful misconduct or negligent acts by Consultant or by the acts of persons furnished by Consultant in the performance of this Agreement, or (ii) any alleged infringement by the Work Product of any copyright, trademark, trade secret, patent or other intellectual property right of any third party.

1. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

In performing this Agreement, NAIFA-*chapter* and any of its agents shall comply with all applicable laws, rules, regulations, and policies of the United States of America and any state, local or foreign jurisdiction where Consultant's services are to be performed. NAIFA-*chapter* agrees to provide Consultant whatever information and reports Consultant deems necessary for it to comply with federal and state law or regulations.

1. **GOVERNING LAW**

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes thereto, shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_\_\_\_\_\_\_without reference to conflict of law principles.

1. **ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties and supersedes any prior or contemporaneous agreements between them, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified, replaced or rescinded except pursuant to a written instrument signed by a duly authorized representative of each party. If any provision of this Agreement is determined by a court of competent jurisdiction or other adjudicative body, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement. Waiver of any breach, or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur, and no waiver hereunder shall be effective unless in writing and signed by a duly authorized representative of the party to be charged with such waiver.

1. **NOTICES**

Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered in person or by certified or registered United States Mail, return receipt requested, postage prepaid, addressed to the respective parties as follows:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Consultant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

NAIFA-chapter

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title