

SERVICES CONTRACT
ATTACHMENT 1- Mutual Promises and Agreements

This Services Contract (“Contract”) is made and entered into by and between the Standing Rock Sioux Tribe hereinafter called the “**TRIBE**” and _____, hereinafter called the “**CONTRACTOR.**” Collectively, the **TRIBE** and the **CONTRACTOR** are the “**PARTIES.**” The **PARTIES** agree as follows:

1. **Contract Term.** The **TRIBE** agrees to use the non-exclusive services of the **CONTRACTOR** beginning _____, and ending _____.
2. **Scope of Work.** The **CONTRACTOR** agrees to perform the services described in **ATTACHMENT 2 - Scope of Work** (“Scope of Work”). Any changes to the Scope of Work must be agreed to by the **PARTIES** through a formal Modification of the Contract except where job description is attached and includes language for other duties as assigned by the **TRIBE**.
3. **Compensation.** The **TRIBE** agrees to compensate the **CONTRACTOR** for services performed under this Contract by paying a sum not to exceed \$ _____, as per **EXHIBIT A – Accounting Codes and Budget**, with (CHECK ONE)
 the **TRIBE** responsible for withholding of applicable taxes OR
 the **CONTRACTOR** is solely responsible for the payment of all applicable taxes for work performed within the territorial jurisdiction of the **TRIBE** under this Contract.
4. **Authorized Representative.** The **CONTRACTOR** shall work with the _____ (*Tribal Dept./Program*), and its Authorized Representative, _____ (usually, *Tribal Dept./Program Director*) in the performance of work or services under this Contract. No payment shall be made unless said Authorized Representative approves the work performed or services provided under this Contract and has approved the invoice(s) submitted by the **CONTRACTOR**. Only the Authorized Representative or their designee may assign tasks under the Scope of Work. All invoiced expenditures must be supported by receipts.
5. **Availability of Funds.** **TRIBE**’s Contract liability is contingent upon the availability of funds.
6. **Travel Expenses.** The **PARTIES** recognize that (CHECK ONE)
 the **CONTRACTOR** may incur reasonable travel expenses in connection with providing services to the **TRIBE** and for said travel expenses to be eligible for reimbursement hereunder, the Authorized Representative must approve the travel in writing before said expenses are incurred OR
 no travel costs allowed.
7. **Contractor is an Independent Contractor.** Neither **CONTRACTOR** nor its employees are, or shall be deemed Tribal employees. In its capacity as an independent contractor, **CONTRACTOR** agrees and represents, and the **TRIBE** agrees, that **CONTRACTOR**: (a) has the sole right to control and direct the means, manner, and method by which the services will be performed; (b) shall utilize its own employees, facilities, equipment, tools, and supplies in

performing the services; (c) is not eligible to participate in, and is not eligible for coverage under any **TRIBE** employee benefit plans or offerings; and (d) is free to make its services available to third parties. Nothing in this Contract shall be construed to create any agency or employment relationship between **CONTRACTOR** or any of its employees and the **TRIBE**. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other. Unless otherwise provided herein, the **CONTRACTOR** is responsible for payment of all taxes related to this Contract, the **TRIBE** is not responsible for withholding income taxes, FICA, unemployment taxes, or other taxes of any kind from any payment it owes to **CONTRACTOR**, nor shall the **TRIBE** be responsible for remitting the employer's share of employment taxes to federal or state governments.

8. **The Tribe's Ownership of Work Product.** The products and title of any work and services of **CONTRACTOR** under this Contract, including but not limited to intellectual property rights, shall be and will remain the property of the **TRIBE**. The **TRIBE** may use the work product for any purpose without prior approval or additional payment.
9. **Notice; Contact Information; Final Invoice.** Copies of all correspondence, reports, and invoices under this Contract shall be furnished to, and any notice given hereunder by either party to the other, shall be in writing and shall be deemed given when sent by certified mail. Notices shall be addressed to:

Standing Rock Sioux Tribe _____ Dept./Program P.O. Box D Fort Yates, ND 58538	Contractor: _____ _____ _____
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NOTE: The final invoice will be due within thirty (30) days after the Contract ends.

10. **Indemnification.** The **CONTRACTOR** agrees to hold harmless and indemnify the **TRIBE** against any and all losses, costs, damages, claims, accident or injury to person or property including death, attorneys' fees, expenses, and other liability whatsoever (collectively, "Claims"), arising under, related to, or in connection with this Contract, except to the extent such Claims are directly caused by the gross negligence or wanton and willful conduct of the **TRIBE** or to the extent they result from the negligence of **TRIBE** officials or employees.
11. **Modifications.** Any modifications to this Contract shall be made only by written amendment, signed and executed by all parties to this Contract. If cost-based selection methods (e.g. bids), were used to procure this Contract, Tribe reserves right to refer for separate contract any amendment to increase this Contract that exceeds ten percent of the original accepted bid .
12. **Disputes; No Waiver of Sovereign Immunity.** Any and all disputes arising under, related to, or in connection with this Contract will be resolved first through informal negotiation between the **PARTIES**. If negotiation does not resolve the dispute, the **TRIBE** may pursue legal action. All disputes shall be governed by the laws of the Standing Rock Sioux Tribe unless preempted by federal law. Nothing herein shall be construed as a waiver of the **TRIBE'S** sovereign immunity.
13. **Termination.** The **TRIBE** may terminate this Contract at any time upon ten (10) days advance, or immediate if any law or regulation is broken, written notice to the

CONTRACTOR, in the event that: (a) the **TRIBE**, in its sole discretion, determines the **CONTRACTOR'S** work or services provided are not satisfactory; (b) the **CONTRACTOR** fails to submit reports and other documents as requested by the **TRIBE** within defined time schedules to the satisfaction of the **TRIBE**; (c) the **CONTRACTOR** fails to submit verification of invoices to the **TRIBE** for payment to the satisfaction of the **TRIBE**; (d) the **CONTRACTOR** is in breach of any material term or condition of this Contract; or (e) funds are not appropriated or otherwise made available to support continuation of this Contract. If **TRIBE** agrees **CONTRACTOR** may terminate with thirty (30) days advance written notice to terminate, unless **TRIBE** waives notice in writing, for example due to no expense incurred.

14. **Applicable Law and Jurisdiction**. The **CONTRACTOR** shall comply with all Standing Rock Sioux Tribe laws, as they may be amended from time to time, and applicable regulations. The **CONTRACTOR** agrees to be subject to the jurisdiction of Tribal Court.

15. **Pre-Contract Costs**. Costs incurred before the finalization of this Contract deemed reasonable, allowable, and allocable to performance of the Contract as agreed to in writing by the **PARTIES** may be paid under this Contract. (EXHIBIT A)

16. **Tribal Business License**. Pursuant to SRST Title XVI §4, **CONTRACTOR**

has a current valid Tribal Business License OR

shall obtain a Tribal Business License prior to engaging in business (verification must be provided within 30 days of Effective date).

Proof of such license is attached as **Exhibit C – Tribal Business License** which is made part of this Contract. *To obtain a Tribal business license, contact Tribal Tax Department.*

17. **Tribal Law Requirements**. **CONTRACTOR** agrees to abide by Standing Rock Sioux Tribe's law, meeting any and all requirements, including but not limited to Title XXVI Solid and Hazardous Waste Code, Title XXX TERO, and Title XXXII Cultural Resource Code. *If TERO may be applicable (e.g. employer), see Tribal Employment Rights Office.*

18. **Industry Standard Licensing**. **CONTRACTOR** agrees and warrants to **TRIBE** that **CONTRACTOR** currently has all applicable industry standard licensing, shall furnish copies upon **TRIBE'S** request, and shall maintain such licensing as required. (For example, if Contract includes driving vehicle, **CONTRACTOR** has current valid vehicle class license.)

19. **Contractor Debarment; Suspension**. If the **CONTRACTOR** in its present form or any other identifiable capacity as an individual, business corporation, partnership or other entity is deemed ineligible, debarred, or suspended pursuant to the Standing Rock Sioux Tribe Code of Justice, the **CONTRACTOR** is either not legally able to enter into this Contract rendering it null and void unless the factors that warranted the ineligibility, debarment or suspension have been sufficiently addressed or the Contract may be terminated with notice waived.

20. **Insurance Coverage**. If applicable by industry standard, **CONTRACTOR** shall obtain and maintain adequate industry standard insurance coverage for the entire term of the Contract naming the **TRIBE** as an additional insured, and the **CONTRACTOR** shall notify Tribe within five days of any change in the insurance policy. Proof of such insurance is attached as **Exhibit D – Certificate of Insurance**, which is made part of this Contract.

21. **Conflicting and Additional Terms**. Any additional terms and conditions of the **CONTRACTOR** are attached hereto and incorporated into this Contract, provided however that in the event of any conflict between the terms and conditions of this Contract and any of the **CONTRACTOR'S** additional terms and conditions, the terms and conditions of this Contract shall control and govern. Any additional terms and conditions not attached to this Contract shall have no force or effect.

SIGNATURES OF THE CONTRACT

For the Contractor:

For the Standing Rock Sioux Tribe:

Date

Chair, Standing Rock Sioux Tribe Date
P.O. Box D
Fort Yates, ND 58538

**SERVICES CONTRACT
ATTACHMENT 2
Scope of Work**

FOR SRST INTERNAL GUIDANCE ONLY - Include in this section:

- Time Frame
- Bid and/or job description (if applicable)
- Deliverables

SERVICES CONTRACT
EXHIBIT A
Accounting Codes and Budget

FOR INTERNAL GUIDANCE ONLY - Include in this section (if applicable):

- Contractor's Budget
- Account
- Proposal
- Debarment Check Results
- Business License
- Payment Schedule

**SERVICES CONTRACT
EXHIBIT B
Contractor Credentials**

FIRM NAME _____

ADDRESS _____

TELEPHONE NO.

[INSERT BELOW or ATTACH CREDENTIALS HERE]

FOR INTERNAL GUIDANCE ONLY - Include in this section:

- Contractor's current resume. If Contractor is a firm, use the resume of the primary responsible party
- Completed and signed W-9 Form
- Completed and signed background check and/or fingerprint forms as applicable
- Any other credentials that are relevant to the work in this contract.

SERVICES CONTRACT
EXHIBIT D
Certificate of Insurance (if applicable)

FIRM NAME _____
ADDRESS _____

TELEPHONE NO. _____

FOR INTERNAL GUIDANCE ONLY - Include in this section:
 The Contractor's Certificate(s) of Insurance (as applicable)
 Any other credentials that are relevant to the work in this contract.