



GRAITH Foundation Research Agreement

THIS AGREEMENT is made this the _____ by and between GRAITH Foundation Genealogist (hereinafter "Genealogist"), having a principal place of business at 8221 Fieldstream Court, CA 92880, and **CLIENT** (hereinafter called "Client").
WHEREAS, Genealogist is in the business of providing professional genealogical services, and

WHEREAS, Client has the need for such services and desires to engage Genealogist to perform such services.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Services to be Rendered

Please reference **APPENDIX A - INITIAL CONSULTATION REPORT and QUOTE** provided by Genealogist.

Condition Precedent and Effective Date

Client shall provide to Genealogist a summary of information known to him/her about matters set forth in the scope of services, which information shall include, if available, (a) copies of previous research reports or summaries, (b) copies of significant or relevant documents, and (c) lists of sources or collections previously searched. This agreement shall become effective (the "Effective Date") upon the Genealogist's receipt of such information, copies, and lists from Client.

Time of Performance

Client understands that it is impossible to determine, in advance, the amount of time it will take Genealogist to complete the services to be rendered under this Agreement. Genealogist shall use her best efforts to provide the research services detailed in Appendix A of this Agreement within 8 months of the Effective Date of this Agreement. In the event more time is required to complete research,

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Genealogist shall notify Client of his/her need for additional time to complete the services to be rendered under this Agreement and, that upon such notification, Genealogist shall be entitled to an additional ninety (90) days to complete the services to be rendered under this Agreement. Client understands that Genealogists nor GRAITH Foundation guarantees successful research outcomes.

Research Value

All research services provided by GRAITH Foundation are 100% free for adult adoptees in search of birth family information/identification. Genealogist fees are computed at the hourly rates in effect at the time the services are rendered. **Genealogist's fees are currently valued at \$95.00 per research hour, and \$75.00 per correspondence hour.** Client authorizes up to _____ of research hours and _____ of correspondence hours of Genealogist's time to complete the work contemplated under this Agreement. Client understands that it is impossible to determine in advance the amount of time it will take Genealogist to complete the services to be rendered under this Agreement. For audit and budgetary purposes, GRAITH Foundation requires that all Genealogists track all time associated with research, correspondence, and other tasks related to the Clients' case.

Expense Reimbursement

Client shall reimburse Genealogist for the actual costs she incurs for, among other items, certificates, photocopies, parking expenses, telephone toll calls, family history fees, mileage and other reasonable out-of-pocket expenses, provided Genealogist submits an itemized bill to Client and provided that the total expenses do not exceed EXPENSE. If Genealogist anticipates that expenses may exceed EXPENSE, she shall notify Client in writing and obtain his agreement, also in writing, to the reimbursements of additional expenses.

Confidentiality

Client understands and agrees that Genealogist shall use his/her best efforts to hold confidential his/her name, address, telephone number, and other identifying information about him/her, unless he /she authorizes their release in writing. Genealogist shall also use his/her best efforts to hold confidential all material furnished by Client which contains (a) information that is not a matter of public record or which cannot be rightfully obtained from another non-confidential source; (b) information that no one else had independently developed; and (c) information that Client has not disclosed to anyone else except under a strict, written, confidentiality agreement that has the effect of preventing disclosure by any other person or entity. Client understands that even though Genealogists may agree to keep certain information confidential, a court of law may be able to compel Genealogist, through subpoena, disclosure of information.

Disclaimers

CLIENT UNDERSTANDS AND AGREES THAT GENEALOGIST MAKES NO GUARANTEES REGARDING WHAT INFORMATION, IF ANY, MAY BE FOUND OR WHAT CONCLUSIONS MAY BE DRAWN FROM IT. CLIENT FURTHER UNDERSTANDS AND AGREES THAT GENEALOGIST CANNOT PREDICT IN ADVANCE THE TIME NEEDED TO FIND INFORMATION OR PROVE FACTS OR RELATIONSHIPS, AND THAT THE RISK OF NON-DISCOVERY, OR OF DISCOVERIES CONTRARY TO THOSE DESIRED MAY OCCUR.

Delegation of Duties

Client agrees that Genealogist may delegate certain research duties of her choosing to other qualified researchers. Genealogist represents that she will not engage any agent to perform research duties unless that agent has been proven to be competent and skilled in genealogical research, or similar proficiency.

Future Use of Work Product

Client understands that Genealogist must protect his/her professional reputation. Except as specifically set forth in writing and signed by both Client and Genealogist, Genealogist shall have all copyright rights with respect to all work product produced under this Agreement, including any interim or final reports prepared by Genealogist for Client. Client is hereby granted a non-exclusive license to use the copyrighted report (s), but Client agrees that he/she will not otherwise publish or make multiple copies of the report (s) without first obtaining Genealogist's prior written permission. Client also agrees that if he/she makes distribution of any anything that includes Genealogist's research, in whole or in part, Client shall report it accurately and credit Genealogist as the source of such research.

Disputes

All disputes arising out of this agreement shall be submitted to mediation in accordance with the rules and procedures of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If mediation is not successful in resolving all disputes arising out of this agreement, those unresolved disputes shall be submitted to final and binding arbitration. The arbitrator shall be selected in accordance with the rules of Arts Arbitration and Mediation Services, a program of California Lawyers for the Arts. If such services are not available, the dispute shall be submitted to arbitration in accordance with the laws of the State of California. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof. The losing party shall pay any and all reasonable costs, attorney's fees, and court costs that the prevailing party has incurred in connection with the enforcement of this agreement

Merger

This document contains the entire agreement of the parties. It supersedes all oral or written proposals and all other prior agreements, understandings, or communication. All amendments must be memorialized in writing and signed by all parties.

Jurisdiction, Venue, and Controlling Law

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This Agreement is being entered into in the State of California, and shall be construed and enforced in accordance with the laws of the State of California, irrespective of the place of domicile or residence of the Client. Client agrees that the jurisdiction and venue for any litigation concerning this agreement shall be in the State of California in the County of Riverside.

Severability

If any portion of this agreement shall be declared invalid or unenforceable, the remaining portions not so declared shall remain valid and enforceable.

Titles

The titles of the sections of this agreement are descriptive and are inserted for the convenience of location only and do not define or limit the material contained thereunder.

Third Parties

This agreement shall be binding on the heirs, legal representatives, successors, and assigns of both parties. Should Genealogist be rendered unable to complete performance, Client's sole remedy shall be the reassignment of case to another qualified GRAITH Foundation Genealogist.

Performance of Actions Necessary to Complete Transaction

Both client and Genealogist shall be required to execute any documents or take any actions that may reasonably be required to effectuate the transactions contemplated herein.

Waiver of Breach

The waiver of breach of any provision of this contract shall not be construed as a waiver of any prior or subsequent breach.

Client Printed Name:_____

Client Signature:_____ **Date:**_____

GRAITH Foundation Genealogist:_____

GRAITH Foundation:_____ **Date:**_____

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Attachment A

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