

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES is made and entered into the 26th day of June 2006, by and between ("Grant Seeking Organization") and ("GrantWriter USA.")

WITNESSED:

WHEREAS, the GRANT SEEKING ORGANIZATION desires to engage GrantWriter USA to assist the GRANT SEEKING ORGANIZATION, and GrantWriter USA is willing to assist the GRANT SEEKING ORGANIZATION, in becoming an independent agent on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, GRANT SEEKING ORGANIZATION and GrantWriter USA agree as follows:

Term: This Contract and GrantWriter USA performance hereunder shall be for a period of six months commencing January 1, 2007 and terminating June 30, 2007, unless sooner terminated pursuant in further Paragraph.

Duties of GrantWriter USA shall provide the services set forth in the Statement of Work, which is attached hereto as Exhibit A and made a part hereof, and such other services as the parties may hereafter agree in writing.

Duties of the GRANT SEEKING ORGANIZATION: The GRANT SEEKING ORGANIZATION may provide the following to GrantWriter USA in connection with GrantWriter USA performance of services hereunder:

Printing of all material produced by GrantWriter USA in connection with the performance of their services to the GRANT SEEKING ORGANIZATION hereunder. GRANT SEEKING ORGANIZATION must provide qualified, competent personnel to assist GrantWriter USA in connection with the performance of their services hereunder.

Accessibility and availability, as judged necessary by an authorized officer of the GRANT SEEKING ORGANIZATION, to business and financial information to assist GrantWriter USA in connection with their performance of their services hereunder.

Consideration: As compensation for GrantWriter USA agreement to provide services hereunder, the GRANT SEEKING ORGANIZATION shall pay GrantWriter USA the amount of \$75 per hour for research (See Exhibit B for explanation) times the number of hours submitted per month, and approved by the GRANT SEEKING ORGANIZATION, payable by the tenth of each month. The maximum number of hours the Consultant will be paid for in any month period is 20 hours per week. The Consultant shall receive a standard fee of \$2,500 for each grant submitted, as approved for submittal by the GRANT SEEKING ORGANIZATION and in accordance to the set deliverables for the billing period as outlined in the Statement of Work. GrantWriter USA shall also be allowed to include a "Grants Management Fee" as a line item into the budget of each grant the Consultant writes for the GRANT SEEKING ORGANIZATION. The "Grants Management Fee" shall not exceed 7% of the total grant budget or \$3,500, whichever is the lesser. GrantWriter USA shall be paid the "Grants Management Fee" only if the grant is awarded with the approval of the Grants Management Fee line item in the budget.

GrantWriter USA shall submit to the GRANT SEEKING ORGANIZATION, a detailed invoice to the GRANT SEEKING ORGANIZATION for the number of hours worked during the billing period, along with

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the deliverable, as described in the Statement of Work, by the 1st of the following month. GrantWriter USA shall not receive any remuneration's from the GRANT SEEKING ORGANIZATION, until such time as all invoices and/or discrepancies have been corrected, settled, and approved by the GRANT SEEKING ORGANIZATION.

Expenses and Charges: GrantWriter USA may not incur or bill expenses as needed in conjunction with the performance of their services pursuant to this contract to the GRANT SEEKING ORGANIZATION.

Independent Consultant: The parties understand and agree that GrantWriter USA shall at all times be considered an independent consultant, rather than a co-venture, agent, employee or officer of the GRANT SEEKING ORGANIZATION, and that GrantWriter USA shall not hold themselves out to the public as a co-venture, agent, employee, or officer of the GRANT SEEKING ORGANIZATION. GrantWriter USA shall develop their business by whatever means and methods that they regard as necessary and at their own discretion. GrantWriter USA shall be free to devote to their business such portion of their time, energy, effort and skills they see fit without interference from the GRANT SEEKING ORGANIZATION except where otherwise referenced in this Contract. Solely GrantWriter USA shall determine GrantWriter USA work schedule, except whereas the GRANT SEEKING ORGANIZATION requests limited accessibility during its operating hours. In conducting their business, GrantWriter USA:

- (I) Shall not be subjected to control or supervision by the GRANT SEEKING ORGANIZATION,
- (II) Shall work on an irregular basis,
- (III) Shall work at such times as they elect, and
- (IV) Shall work at such locations as they elect.

The GRANT SEEKING ORGANIZATION acknowledges and agrees that GrantWriter USA may engage, directly or indirectly, in any business that GrantWriter USA may determine, and is not required to devote all their energies and attention exclusively for the benefit of the GRANT SEEKING ORGANIZATION. Since GrantWriter USA shall fulfill their responsibilities independent of, and without supervisory control by the GRANT SEEKING ORGANIZATION, GrantWriter USA shall not be subject to the provisions of any rules applicable to employees of the GRANT SEEKING ORGANIZATION. The Consultant shall make no false or misleading representations with respect to the GRANT SEEKING ORGANIZATION.

Nothing contained in this Contract shall be regarded by creating any relationship between the parties other than independent consultant relationship set forth herein. GrantWriter USA hereby agrees not to claim or assert, or to support third party assertion of the existence of, an employer/employee or joint venture relationship between GrantWriter USA and the GRANT SEEKING ORGANIZATION. As an independent, GrantWriter USA, understands, agrees, and acknowledges that they are responsible to secure, at their own cost and/or expense, worker's compensation and any other insurance as may be appropriate or required by law.

GrantWriter USA shall have no authority (i) to bind the GRANT SEEKING ORGANIZATION in any manner for any purpose or (ii) to assume or create any obligation of any kind, expressed or implied, on behalf of the GRANT SEEKING ORGANIZATION.

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The GRANT SEEKING ORGANIZATION will not provide, nor will it be responsible to pay for any benefits for GrantWriter USA, including but not limited to health insurance, paid vacations, paid holidays, paid sick leave or disability insurance coverage of whatever nature. Any such benefits shall be secured and paid for by the Consultant, himself.

The parties agree that the payments from the GRANT SEEKING ORGANIZATION to GrantWriter USA (I) constitute ordinary income to GrantWriter USA, (II) are deductible from the federal gross income of the GRANT SEEKING ORGANIZATION as an ordinary and necessary business expense under Section 162 of the Internal Revenue Code of 1986, as amended, and (III) do not constitute wages for purposes of the Federal Income Contributions Act (FICA) but constitute earnings from self-employment for purposes of FICA. GrantWriter USA hereby acknowledges that, as an independent consultant (non-employee), they are responsible for the payment of all their own federal income taxes and self-employment taxes together with any and all corresponding state, local, and county taxes, and GrantWriter USA hereby agrees to meet such responsibilities. GrantWriter USA hereby waives and releases any claims they have or may have against the GRANT SEEKING ORGANIZATION now or in the future respecting such taxes or in the failure of the GRANT SEEKING ORGANIZATION to withhold, pay or contribute to such taxes on behalf of GrantWriter USA. Such waiver and release are material consideration for this Contract. The parties agree to file tax returns and pay taxes consistent with such intentions, to resist (and cooperate with each other in resisting) any assertion to the contrary by any government agencies, and to indemnify each other from and against any loss or expense by reason of breach of such agreement. Such agreement and obligations shall survive termination or expiration of this contract.

Confidentiality of the GRANT SEEKING ORGANIZATION'S Information: GrantWriter USA acknowledges being advised that certain data, materials and information may be disclosed to them hereunder by the GRANT SEEKING ORGANIZATION. GrantWriter USA agrees to protect the confidentiality of the aforementioned information and to not disclose it or discuss it with other parties without the prior consent of the GRANT SEEKING ORGANIZATION; provided, however, that:

In the event GrantWriter USA receives a subpoena or other validly issued administrative or judicial process or order requesting the release of the aforementioned information, GrantWriter USA shall provide prompt notice to the GRANT SEEKING ORGANIZATION of such receipt, and GrantWriter USA shall thereafter be entitled to comply with subpoena or other process to the extent permitted by law.

GrantWriter USA shall not be liable for disclosures of the aforementioned information if such disclosures occur despite GrantWriter USA exercise of the same degree of care, which they use to protect their own like information.

GrantWriter USA may use or disclose information (including, but not limited to. ideas, concepts, know how, techniques, and methodologies) (I) previously known to them, (II) independently developed by them, (III) acquired by them from a third party which is not, to their knowledge, under an obligation to the GRANT SEEKING ORGANIZATION not to disclose such information, or (iv) which is or becomes publicly available through no breach of the Contract.

Ownership of Documents and Materials: All original final plans and reports and other formal original documents prepared or developed by GrantWriter USA pursuant to this Contract (the "Deliverables") shall, upon the GRANT SEEKING ORGANIZATION tendering of all amounts payable hereunder, become the exclusive property of the GRANT SEEKING ORGANIZATION. GrantWriter USA shall; however, be entitled to retain their work papers and any other materials developed hereunder that are not defined

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herein as Deliverables. Except as provided below, use of the Deliverables, other than related to the performance by GrantWriter USA of their services hereunder, without the prior consent of the GRANT SEEKING ORGANIZATION is prohibited. This Contract shall not, however, preclude GrantWriter USA from developing other original documents for themselves, or for others, which are based upon ideas, concepts, know how, and techniques related to the scope of GrantWriter USA services and used in the course of providing their services to the GRANT SEEKING ORGANIZATION (provided they contain no specific identifiable elements unique to the GRANT SEEKING ORGANIZATION or its operations) irrespective of their similarity to the Deliverables which may be delivered to the GRANT SEEKING ORGANIZATION pursuant to this Contract.

Termination: Either party hereto may terminate this Contract and GrantWriter USA performance hereunder by providing the other with at least thirty days prior written notice of termination, provided, however, that this Contract and GrantWriter USA performance hereunder shall immediately terminate in the event the GRANT SEEKING ORGANIZATION'S funding is decreased or terminated.

Successors and Assignees: This Contract and all its terms, covenants and conditions shall be binding on, insure to the benefit of and be enforceable by the parties hereto and their respective successors and assignees.

Governing Law: This Contract shall be construed in accordance with and governed by Nevada Law, and suit, if any, must be brought in the State of Nevada.

Waivers and Amendments: This Contract may be amended, superseded, canceled, renewed or extended, and its terms or covenants may be waived, only by a written instrument executed by the parties hereto, in the case of a waiver, executed by the party waiving compliance. The failure of any party at any time to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any party or the breach of any term or covenant contained in this Contract, whether by conduct or otherwise, in any one more instances, shall be deemed to be, or construed as, a further or continuing waiver of any breach, or a waiver of the breach of any similar or dissimilar term or covenant contained herein, at the same or any prior or subsequent time. The parties reserve the right, by mutual written consent, to amend, modify, supersede, and cancel this Contract, or to waive the terms or conditions hereof, without the consent of any other person (natural or otherwise) not a party to this Contract.

Entire Contract: This Contract sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, arrangements and understanding, written or oral, relating to the subject matter hereof.

Invalidity: The invalidity or lack of enforceability of any provision of this Contract shall not effect the validity and continuing effectiveness of any provision hereof

Headings: The headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

Counterparts: This Contract may be executed simultaneously in several identical counterparts, each of which shall be considered an original but all of which together shall constitute one and the same instrument. In making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

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IN WITNESSES WHEREOF, the Consultant and the GRANT SEEKING ORGANIZATION has executed this Contract for services as of the date and year first written above.

GRANT SEEKING ORGANIZATION

By: _____

Title: _____

Date: _____

GRANTWRITER USA.

By: _____

Title: _____

Date: _____

EXHIBIT A

STATEMENT OF WORK

GRANTWRITER USA: The Consultant will research available grants on the GRANT SEEKING ORGANIZATION'S behalf, prepare grant proposals and applications, attend potential funding meetings, and research, (i.e. library services, internet, identifying funders, establish contact with funders, obtaining proposal guidelines and applications, etc.).

Grant Writing: The Consultant will write a maximum of two (2) grants per month in pursuit of funds from local, state, federal or private funding sources. GrantWriter USA will submit a written list of sources and obtain the GRANT SEEKING ORGANIZATION'S permission, prior to the pursuit of any funds from the source on behalf of the GRANT SEEKING ORGANIZATION with subsequent grant proposal or application. In summary, the GRANT SEEKING ORGANIZATION reserves the right to accept or reject any funding sources GrantWriter USA pursues on its behalf.

