

DRAFT SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made on the ___ day of _____ 2008 by and between the World Plumbing Council (“WPC”), a non profit organization incorporated in Geneva, Switzerland, and _____ (“Contractor”), with principal place of business at _____.

RECITALS

- A. WPC is engaged in the business of uniting the world plumbing industry to safeguard and protect the environment and the health of nations, for the benefit of all;
- B. Contractor has extensive expertise in providing administrative and accounting services;
- C. Contractor’s duties shall include, but not be limited to, administrative and accounting assistance and as more specifically set forth in Exhibit A attached hereto (“Services”); and,
- D. Contractor desires to provide such Services to WPC on the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties, intending to be legally bound, agree as follows.

1. Basic Obligations of Parties.

1.1 Services. Contractor shall perform such tasks and undertake such responsibilities as are assigned by the WPC Chairman or his delegate.

1.2 Not an Employment Agreement. This Agreement does not constitute the employment of Contractor by WPC in any manner. The duties and responsibilities of Contractor hereunder are subject to continuing reevaluation and amendment by WPC at any time at its sole discretion. Contractor shall serve as an independent contractor and is responsible for his/her own taxes, benefits, deductions, etc. Contractor will not be compensated for, nor reimbursed for, medical treatment or hospitalization required as the result of injuries, sickness or death occurring while conducting his/her duties hereunder. In addition, any expenses or liability associated with accidents or circumstances occurring while traveling to or from, or in the course of performance of, his/her duties hereunder are the sole responsibility of the Contractor.

1.3 Independent Contractor. Contractor will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant or employee of WPC, or make any commitments or incur any liabilities on behalf of WPC without WPC’s prior written consent. Contractor is not authorized to enter into any agreements, render decisions on matters or questions of policy, arbitrate disagreements or otherwise act on behalf of WPC in any manner whatsoever except as specifically outlined in this Agreement.

1.4 Employing Other Service Companies. Contractor shall not be restricted against employing other service companies except with respect to the Services.

1.5 Volume of Services. WPC makes no representations or guarantees as to the volume of Services that it will require Contractor to perform under this Agreement; provided, however, that Contractor agrees to perform such Services as WPC reasonably requests.

1.6 Contracting for Similar Services. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with WPC.

2. Compensation of Contractor.

2.1 As compensation for services rendered under this Agreement, Contractor shall be entitled to receive from WPC the sum of _____ (_____) annually for all Services rendered under this Agreement. Payment for all Services rendered under this Agreement shall be due and owing to Contractor quarterly in arrears following the submission of Contractor's invoice to WPC for the delivery of such Services.

2.2 The external costs associated with managing the WPC website, the WPC Review and other publicity and production of the WPC pages for the World Plumbing Review, will not be covered by this Agreement, but charged directly to WPC. All such costs and relevant service levels must be agreed in writing in advance.

3. Term of Agreement.

3.1 Term. This Agreement shall be for a period of three (3) years beginning 1 October 2008 and terminate on 30 September 2011, subject to completion of satisfactory probation period ending on 31 March 2009.

3.2 Survival of Certain Obligations. Contractor agrees that notwithstanding the termination of this Agreement, Sections 5, 6 and 8 shall survive any such termination and remain in full force and effect.

4. Performance Standards. Contractor agrees that the Services to be provided will be performed in strict conformity with the best practices and highest applicable standards. Contractor agrees to perform diligently and to the best of his/her talents, skills and expertise, all services which he/she is required to perform under this Agreement. WPC shall have the right, at any time and from time to time, to engage any other person, firm or entity to provide all or any portion of the Services which Contractor has agreed to provide hereunder. Whether or not WPC has engaged any other person, firm or entity, WPC may, by notice to Contractor, in WPC's sole and absolute discretion, and from time to time, cause Contractor to cease providing any one or more services hereunder and/or withdraw and/or change any request for services theretofore made by WPC to Contractor.

5. Confidential Information.

5.1 Contractor understands that during the term of this Agreement he/she will have access to and become acquainted with confidential information, plans, and strategies, as well as with copyrighted materials of the WPC. Contractor agrees that such confidential information, plans, strategies and materials belong to the WPC. Contractor further agrees that Contractor will maintain as confidential and proprietary and will not disclose to anyone outside of the WPC or reproduce or use, in whole or in part other than for the WPC, any such confidential information, plans, strategies and copyrighted materials either during or after the term of this Agreement. As used in this Agreement, the term "confidential information" means all information or material not generally known by non-WPC personnel which:

5.1.1 Gives the WPC some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the WPC;

5.1.2 Which is owned by the WPC or in which the WPC has an interest; and,

5.1.3 Which is either, (i) marked "Confidential Information", "Proprietary Information" or other similar marking; (ii) known by Contractor to be considered confidential and proprietary by the WPC; or, (iii) from all of the relevant circumstances should be reasonably assumed by Contractor to be confidential and proprietary to the WPC.

5.2 Confidential information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to customers and/or suppliers, financial information and projections and employee files.

5.3 Confidential information also includes any information described above which the WPC obtains from another party and which it treats as proprietary or designates as confidential information, whether or not owned or developed by the WPC.

5.4 NOTWITHSTANDING THE FOREGOING, HOWEVER, NO INFORMATION CONSTITUTES CONFIDENTIAL INFORMATION IF IT IS GENERIC INFORMATION OR GENERAL KNOWLEDGE WHICH CONTRACTOR WOULD HAVE LEARNED IN THE COURSE OF PERFORMING SIMILAR CONSULTING SERVICES ELSEWHERE IN THE TRADE OR IF IT IS OTHERWISE PUBLICLY KNOWN AND IN THE PUBLIC DOMAIN.

5.5 All documents, notes, compilations, records and any other material, including copies of same, made or kept by Contractor concerning duties performed in connection with or concerning any WPC business or affairs or WPC's confidential information are the sole and exclusive property of WPC. All such information will be available for inspection by WPC's personnel or designees at anytime, and all information thereon shall belong to WPC, and will be delivered to WPC upon request. At the time of leaving the service of WPC, Contractor agrees to deliver to WPC all such documents, notes, compilations, records and other materials.

5.6 Contractor agrees not to make any written use of or reference to the WPC's name for any marketing, public relations, advertising, display or other business purpose or make use of the WPC's facilities for any other activity unrelated to the express business purposes and interests of the WPC under this Agreement, without the prior written consent of the WPC (which consent may be withheld or granted in the WPC's sole and absolute discretion).

5.7 Contractor acknowledges and agrees that the remedy at law for the breach of any provision of this Section may be inadequate and that WPC shall be entitled to injunctive relief without bond, in addition to any other rights or remedies which WPC may have for such breach. Contractor agrees that Contractor's obligations, covenants and agreements, and the rights of WPC, set forth in this Section shall survive any termination or expiration of this Agreement.

6. Trade Secrets.

6.1 Definition of Trade Secrets. The parties acknowledge and agree that in the course of Contractor's duties, Contractor will have access to and will become acquainted with information concerning the operation of the WPC, including without limitation financial, personnel, sales, model code information, customer information and data, contract negotiations, and other information and processes (collectively "Trade Secrets") that are owned by the WPC and used in the operation of the WPC's business, and that such information is proprietary to the WPC and constitutes the WPC's Trade Secrets.

6.2 Nondisclosure. Contractor specifically agrees that Contractor will not misuse, misappropriate or disclose such Trade Secrets, directly or indirectly, to any other person or entity, or use such Trade Secrets in any way, either during the term of this Agreement or at any time thereafter, except as is required in the course of Contractor's duties hereunder.

6.3 Unfair Competition. Contractor acknowledges and agrees that the sale or unauthorized use of or disclosure of any of the WPC's Trade Secrets constitutes unfair competition. Contractor promises and agrees not to engage in any unfair competition with the WPC, either during the term of this Agreement or at any time thereafter. The parties agree that the WPC will suffer irreparable harm if Contractor breaches her obligations under this Section and that, in such event, the WPC shall be entitled to injunctive relief.

6.4 Exclusive Property of WPC. Contractor further agrees that any and all Trade Secrets, whether prepared by Contractor or others, are and shall remain exclusively the property of the WPC, and that such Trade Secrets shall not be removed from the premises of the WPC.

7. WPC's Property and Records. Upon the termination of this Agreement, Contractor shall not be entitled to keep, photocopy, retain reproductions or otherwise, any records, charts, data, media, advertising material, stationary or other property or items of the WPC, and Contractor agrees to immediately upon such termination deliver same to WPC.

8. Risk of Loss, Indemnification, Compliance with Laws and Insurance.

8.1 Risk of Loss. Contractor will provide for all proper safeguards and shall assume all risks of loss to WPC and its employees incurred in performing Services hereunder.

8.2 Indemnification. Contractor hereby agrees to indemnify, defend and hold the WPC, its officers, directors, members, employees, attorneys, agents and representatives, and each of their respective successors and assigns, harmless from and against any and all claims, demands, liabilities, losses, expense, costs, obligations, recoveries or damages of any nature whatsoever, whether accrued, absolute, contingent or otherwise, including, without limitation, court costs and attorneys' fees (whether or not suit is filed), arising out of or resulting from or relating to any act or omission of Contractor or any breach by Contractor of any of Contractor's covenants contained in this Agreement. The provisions of this Section shall survive any termination or expiration of this Agreement.

8.3 Compliance with Laws. Contractor will secure all permits required to perform the described duties, and will comply with all applicable workers' compensation, employer's liability, and other applicable laws, ordinances, rules and regulations.

9. Termination. Either party shall be entitled to terminate this Agreement if:

9.1 Either party commits a material breach of the Agreement;

9.2 If the Contractor petitions for bankruptcy or is adjudicated bankrupt or if an administrator or receiver is appointed over the Contractor business or has presented or presents a petition for winding up or enters into liquidation (except for the purposes of amalgamation or reconstruction) or makes an assignment for the benefit of creditors or if the Contractor defaults in payment for any sum due to the Contractor or otherwise fails to fulfill its obligations hereunder then the Contractor shall have the right to terminate this Agreement forthwith without prejudice to any other remedies the Contractor may have; or,

9.3 Either party issues written notice of termination sixty (60) days prior to the end of any calendar month with the exception of termination during the probationary period during which time thirty (30) days notice will be provided.

10. Disputes. In the event of a dispute regarding any matter relating to this Agreement, this shall be referred within fourteen (14) days to the Chairman of the WPC, and in his absence, the Deputy Chairman of the WPC.

11. Force Majeure¹. Except in respect of payment liabilities, neither party to this Agreement will be liable for failure or delay in performance of its obligations under this Agreement due to reasons beyond its reasonable control including: acts of war, acts of God, earthquake, flood, riot, embargo, government act or failure of the WPC website internet service provider, provided that the delayed party gives the other party prompt notice for such cause.

12. Notices. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to the other party if served either personally or if deposited in international express mail, postage prepaid. If such notice, demand or other communication is served personally, service shall be conclusively deemed made at the time of such personal service. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as of actual receipt; If such notice, demand or other communication is given by mail, such shall be conclusively deemed given fifteen (15) days after mailing. Any party hereto may change its address for the purpose of receiving notices, demand and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

If to World Plumbing Council:

If to Contractor:

13. Assignment. The services to be rendered and the duties to be performed by Contractor hereunder are of a unique and personal nature. Nothing contained in this Agreement shall be construed to permit the assignment or delegation by Contractor of any right or obligation under this Agreement, and any such assignment or delegation without the prior written consent of WPC (which consent may be granted or withheld in WPC's sole and absolute discretion) is expressly prohibited.

14. General Provisions.

14.1 Amendment. This Agreement may be modified, amended or supplemented only by a writing signed by authorized executive officers of the parties hereto.

14.2 Continuation of Contractor's Services. Contractor agrees to continuously operate the Services in a manner similar to which they are currently operated during the term of this Agreement and any renewal term thereafter.

14.3 Subcontractors. Contractor shall not enter into any subcontracts for any of the work contemplated under this Agreement except in writing and with the prior written approval of WPC. This Agreement shall be incorporated by reference in every such contract. Contractor hereby agrees that all subcontractors shall be subject to any terms and conditions that WPC, in its sole discretion, may deem necessary.

¹ Force Majeure means an event that no human foresight could anticipate or which anticipated, is too strong to be considered, e.g. an industrial strike which leads to loss of profits. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care.

14.4 Assignment and Successors. Contractor shall not assign this Agreement whether by operation of law or otherwise in part or in full except in writing and with the prior written approval of WPC and subject to such terms and conditions as WPC, in its sole discretion, may deem necessary. This Agreement shall be incorporated by reference into any such assignment and assignee shall comply with all the terms and conditions of this Agreement. This Agreement shall be binding among the parties hereto and their successors and assigns.

14.5 Waiver of Performance. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

14.6 Entire Agreement; Conflicting Provisions. This Agreement together with the Schedules hereto constitutes the entire Agreement between WPC and Contractor with respect to the subject matter hereof and no representation or statement not contained in the main body of this Agreement or such Schedules shall be binding upon Contractor or WPC as a warranty or otherwise. In the event of any conflict between the terms of the main body of this Agreement and any of the Schedules hereto, the terms of the main body of this Agreement shall govern.

14.7 Governing Law. This Agreement shall be construed by and governed under the laws of _____ and the parties hereby irrevocably agree to submit to the jurisdiction and venue of the courts of _____ to resolve any dispute arising hereunder or relating hereto.

14.8 Recitals and Headings. The "Recitals" and "Headings" contained in this Agreement are for convenience of purpose only and shall have no effect upon the interpretation of this Agreement.

15. Time is of the Essence. Time is of the essence in this Agreement, and all of its terms, provisions, covenants and conditions hereof.

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

"WPC"
World Plumbing Council

"Contractor"

By: _____

By: _____

Date: _____

Date: _____

EXHIBIT A

SERVICES:

- Preparing the agenda for General Meetings and meetings of the Executive Board for approval by the Chairman, or in his/her absence, the Deputy Chairman.
- Notifying members of meeting arrangements in accordance with agreed timescales.
- Assisting all those who plan to attend the General and EB meetings with Letters of Invitation to facilitate obtaining Visas.
- Issuing agendas and papers for meetings in accordance with agreed timescales.
- Transcribing minutes of General and EB meetings taken by the Honorary Secretary/Treasurer.
- Distributing minutes of meetings in accordance with agreed timescales.
- Maintaining a register of WPC members.
- Processing new member applications.
- Maintaining the WPC membership subscription database.
- Invoicing and collecting WPC member subscriptions and all other income
- Arranging payment of WPC approved expenditures including reimbursement of expenses incurred by volunteers representing WPC at approved functions and meetings.
- Maintaining WPC bank accounts and financial records.
- Provide coordination with professionals providing services to the World Plumbing Council (e.g. accountant/auditor, attorney, marketing personnel and volunteer professionals).
- Providing regular financial reports to the Executive Board and to the membership.
- Submitting audited annual financial statements to the General Meeting for approval.
- Arranging hotel accommodation and meeting facilities for WPC meetings, including but not limited to, coordinating all meeting related details (e.g. food, office supplies, projector rental, room layout, copier needs, etc.) with a local host organization, sponsoring member or hotel/convention site.
- Managing arrangements for the maintenance of the WPC website.
- Drafting and distributing press releases on the various activities of the World Plumbing Council, including but not limited to, advance notice of upcoming General and EB meetings, special projects and new ventures as they develop.
- Maintain a database of industry trade press for use in disseminating press releases, meeting announcements and other notices of interest.
- Coordinating contributions to the WPC Newsletter, the *WPC Review* and other WPC/Industry publications. Support the production of the WPC Newsletter by interacting with the designated WPC newsletter writers and editor.
- Coordinating production of pages for the *World Plumbing Review*.
- Providing a mailing address and acting as a central contact point for receipt of correspondence.
- Providing written correspondence on behalf of the Chairman or other EB member when required.
- Coordinate the management of publication (i.e. HAP) inventory as well as location of WPC Tradeshow Displays. Support ongoing design and production of additional displays and/or marketing materials as needed from time to time.
- Providing weekly reports of activities to the Chairman, Deputy Chairman and other members of the EB and committee members (when warranted).
- Such other duties/projects as may be agreed from time to time.

This Agreement shall include all work associated with the day-to-day administration of the World Plumbing Council. Duties and projects outside this Agreement will be agreed upon in writing in advance.

For the purposes of this Agreement, day-to-day administration is defined as “the ongoing work associated with management of the affairs of the World Plumbing Council”. The tasks and duties covered by this Agreement are defined in Exhibit A, above.

MONITORING & REVIEWING:

The World Plumbing Council and Contractor will consider progress on the tasks and duties and monitor and examine performance on an ongoing basis in order to review the following:

- a. The performance of the Contractor in accordance with the duties and tasks identified in Exhibit A, above.
- b. The efficiency, effectiveness and convenience of the operating procedures involved for both the WPC and Contractor.
- c. The WPC’s satisfaction with the Contractor.
- d. The costs incurred by the Contractor.
- e. The WPC’s assessment of the Contractor’s management, delivery, quality and monitoring of tasks and duties.
- f. The Contractor’s satisfaction with the WPC.
- g. Any other relevant factors/duties relating to the administration of the WPC.

Note: Any formal performance measures and targets shall be determined and agreed in consultation between the WPC and Contractor and confirmed in writing.