

**OYSTER RECOVERY PARTNERSHIP  
GENERAL SERVICES AGREEMENT  
VERSION 02.20.2025**

**ARTICLE I. – TERMS AND APPLICABILITY**

This General Services Agreement applies to contracts entered into with the Oyster Recovery Partnership (ORP). The Agreement does not constitute a complete agreement but is part of a Contract executed by all parties, which identifies the specific work to be performed, compensation, term, and special conditions, if any. The Agreement and the Contract are intended to be complementary and shall be construed together. In the event of a direct conflict between them, the terms of the Contract shall govern and control.

Specific terms used in this document have the following meaning:

- A. "Contract" means the agreement between ORP and the Contractor for performance of services, including the Contract, Scope of Work and this Agreement.
- B. "Scope of Work" or "Work" refers to the specific contractual obligation of the Contractor as identified in the Contract or other work statement incorporated into the Contract.
- C. "Contractor" means the entity obligated to perform services for ORP under this Contract.
- D. "Funding Agency" means the entity under which ORP is funded or contracted to conduct services which this Contract satisfies.

**ARTICLE II. – GENERAL REQUIREMENTS**

- A. In the performance of this Agreement, the Contractor is acting solely as an independent contractor and not as an employee of ORP. Further, nothing in this Agreement shall be construed or implied to create a relationship of partner, agency, joint venture or legal representative of ORP for any purposes whatsoever.
- B. The Contractor shall comply with and meet the obligations of the Contract attached hereto, and the requirements outlined within.
- C. The Contractor agrees to prosecute all work under this Agreement continuously and diligently and to meet all milestones contained in the Agreement.
- D. The Contractor is responsible for purchasing and maintaining all equipment and for providing all supplies and materials necessary for performance of all work under the Contract.
- E. The Contractor shall be responsible for the lawful and safe operation of any vehicle, vessel, and/or equipment used in connection with the activities described herein and for any damage or injury associated with the failure to operate such equipment in a lawful or safe manner. The Contractor shall comply with all applicable provisions of federal, state and local safety laws. Notwithstanding the foregoing, Contractor shall comply with all requirements as set forth in the Contract.

- F. The Contractor is responsible for providing a competent and sufficient workforce as may be necessary to properly maintain efficient performance of work at all times. ORP reserves the right to disapprove Contractor's proposed personnel or to direct Contractor to remove or replace any personnel for good cause shown, including, but not limited to: (i) failure to possess the requisite qualifications or requirements of this Agreement; (ii) misuse of ORP or Funding Agency property; (iii) unethical, discriminatory, or harassing behavior; (iv) a violation of any law or regulation; (v) behavior that poses a security risk; (vi) disruptive or other conduct reasonably deemed by ORP to be inconsistent with the successful performance of the Agreement; or (vii) at the direction or suggestion of Funding Agency. In the event that proposed Contractor personnel are not approved or ORP directs Contractor to remove or replace existing personnel, Contractor shall, within three (3) calendar days of receipt of notice from ORP, provide alternative qualified personnel to participate in the performance of the Agreement. ORP may, at its discretion and at the cost of Contractor, utilize its own personnel or a third party to provide the services required of Contractor's personnel in the event Contractor fails to timely provide qualified personnel to perform the services under this Agreement.
- G. The Contractor shall not hire consultants, sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without prior written consent of ORP. The benefits and obligations hereunder shall be binding upon the parties hereto and their respective successors, provided the personnel of any such successor is acceptable to ORP.

### **ARTICLE III. – PAYMENT AND ACCOUNTING**

- A. The Contractor will be compensated for completed work at the rate and schedule provided in the Contract. Charges for late payment are prohibited.
- B. Contractor will receive a 1099 tax document no later than January.
- C. The Contractor is responsible for withholding any taxes and social security payments due in relation to the Contract.
- D. The Contractor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by ORP hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of ORP or Funding Agency at all reasonable times. ORP or Funding Agency shall have the right, during usual business hours, to examine and audit pertinent records of the Contractor to verify invoices submitted pursuant to this Agreement.

### **ARTICLE IV. – RIGHTS IN DATA PUBLIC DISCLOSURE**

- A. The Contractor shall notify ORP in advance of public disclosure of any information related to this Agreement, unless such disclosure is compelled by legislative or judicial process. Traditional and social media outreach and promotion may be authorized upon

receiving prior written approval by ORP. The Contractor shall include in any such documents or vehicles of public disclosure a statement which acknowledges ORP, Funding Agency, the specific programs therein, and the financial support provided by this Agreement. Furthermore, upon receipt of a written request from the Funding Agency, the Contractor shall also provide a disclaimer stating that the contents of the aforesaid document or vehicle of public disclosure do not in any way reflect the views, opinions, or policies of Funding Agency.

- B. The Contractor assumes the risk that any materials, equipment, process, or other items required under the Agreement or furnished by the Contractor are subject to any patent, copyright, trademark, trade secret or other property right of another. The Contractor shall pay for all royalties and license fees and shall obtain all necessary licenses or permits to permit use of any such item by ORP or the Funding Agency. The Contractor shall defend all suits or claims of infringement of any patent, copyright, trademark, trade secret or other property right of another and shall save ORP and the Funding Agency harmless from loss or expense on account thereof.
- C. The Contractor hereby permits ORP and its authorized agents to take photographs, videos, or any other media of Contractor, its employees, equipment, or vessel(s) during Contractor's performance of this Agreement. The Contractor further agrees to allow ORP to utilize such media on ORP's website and in other publications, at ORP's sole discretion.

#### **ARTICLE V. – WARRANTIES AND DISCLOSURES**

- A. The Contractor agrees: (1) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (2) to include a provision similar to that contained in subsection (1), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (3) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- B. The Contractor hereby represents and warrants that it shall: (i) comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement; and, (ii) obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

#### **ARTICLE VI. – LIABILITY**

- A. The Contractor agrees to, the fullest extent permitted by law, defend, indemnify, protect and hold ORP, Funding Agency and their affiliates, and each of their respective officers,

directors, employees, successors and assigns harmless against all losses, claims, damages or expenses of whatever form or nature, including reasonable attorneys' fees and other costs of legal defense, whether direct or indirect, which they, or any of them, may sustain or incur as a result of: (i) the Contractor's negligent or willful misconduct; (ii) the Contractor's breach of any of the terms of this Agreement; and (iii) the Contractor's failure to perform the activities pursuant to Article I or failure to perform the activities in accordance with ORP's specifications (where applicable).

- B. The applicant shall, to the fullest extent permitted by law, indemnify and save harmless and defend ORP and Funding Agency and all of its representatives from all suits, actions, or claims of any character, brought on account of any injuries or damage sustained by any person or property in consequence of any work performed under any resultant contract, either by the contractor or any subcontractor, or their employees, agents, or representatives. This responsibility is not to be deemed as a waiver of any immunity which may exist in any action against ORP or Funding Agency.
- C. Except in the case of the Contractor's indemnity obligations, neither party hereto shall be liable to the other for any incidental, consequential, special, or punitive damages in connection with this Agreement.
- D. The Contractor shall maintain, for the duration of this Agreement, insurance in the amounts specified in the Contract. The Contractor shall immediately furnish certificates of insurance and other appropriate documentation evidencing all coverage, as requested by ORP.
- E. The Contractor further agrees that no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

## **ARTICLE VII. – MODIFICATIONS**

- A. Except as otherwise stated herein, any notice given pursuant to this Agreement must be in writing and may be given by recognized courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice will be deemed effective on the date it is delivered to the addressee as confirmed by the applicable receipts. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- B. Notwithstanding the foregoing, in the event Funding Agency modifies ORP's prime contract, ORP shall have the right to make a corresponding modification or amendment, in writing, to this Contract. If ORP's modification to this Agreement increases or decreases Contractor's cost of performing the work hereunder, Contractor shall, within two (2) business days of receipt of the modification from ORP, notify ORP of the extent of the estimated increase or decrease in the cost, including any required data supporting

an increase in the cost of the Agreement. ORP shall determine, upon review of Contractor's pricing information, the appropriate equitable adjustment to this Agreement, if any. If ORP elects to make such an adjustment, and in the event the parties are unable in good faith to negotiate a bilateral modification, ORP may issue a unilateral modification. Failure of ORP and Contractor to agree to a bilateral modification shall be a dispute under the Disputes provision of this Agreement. Unless directed to stop work by ORP, and regardless of any dispute between ORP and Contractor, nothing in this clause shall excuse Contractor from proceeding with performance of this Agreement as revised by the modification.

#### **ARTICLE VIII. – DISPUTES**

- A. If the Contractor intends to assert a claim against ORP, the Contractor shall do so within 30 days of the date the Contractor knows, or should know, of the basis of the claim. If the Contractor intends to assert a claim against Funding Agency, it must notify ORP within 5 days of the date the Contractor knows, or should know, of the basis of the claim. It shall be within ORP's sole discretion whether to sponsor such claim and submit it to Funding Agency. Failure to file a claim within either time period is a complete bar to the claim. The claim shall consist of a written statement to ORP (or Funding Agency) stating the nature and monetary extent of the claim, and the facts on which the claim is based. Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Agreement.

#### **ARTICLE IX. -- TERMINATION**

- A. The performance of work under this Agreement may be terminated by ORP in accordance with this clause in whole, or from time to time in part, whenever ORP shall determine that such termination is in the best interest of ORP. ORP will pay all reasonable costs associated with this Agreement that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. The Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- B. If the Contractor fails to fulfill its obligation and requirements under this Agreement and Contract properly and on time, or otherwise violates any provision of the Agreement and Contract, ORP may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at ORP's option, become ORP's property. ORP shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and ORP can affirmatively collect damages.

#### **ARTICLE X. – CONDITIONS OF AGREEMENT**

- A. This Agreement, together with its Contract, embodies the whole agreement of the parties hereto. There are no promises, terms or obligations referring to the subject matter, other than contained herein. Modifications to this Agreement or the Attachment, if any, shall be made in writing and signed by both of the parties hereto.
- B. No failure by either party to exercise and no delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- C. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement will be governed by the laws of the State of Maryland without reference to any conflict of laws rules. The parties hereby (i) agree and consent to (and waive any challenge or objection to) personal jurisdiction in the State of Maryland, (ii) agree that any action or proceeding arising out of or brought to enforce the provisions of this Agreement may be brought in any court in the State of Maryland, and irrevocably consent to the jurisdiction of each such court, and (iii) agree to file such litigation or lawsuit only in such courts.
- D. Each Contract shall be bound by all terms of ORP's contract with Funding Agency (attached).