



STRATEGIC ADVISORY SERVICE AGREEMENT

This Agreement is entered into between the **GitLab Foundation**, a California nonprofit public benefit corporation recognized as a private foundation ("Service Provider"), and **[Organization Name]** ("Client"), to establish a strategic advisory relationship focused on return-on-investment modeling and measurement services. The Parties intend for this engagement to be collaborative, grounded in shared accountability, transparent communication, and a results-driven approach.

The Service Provider and Client are also referred to herein as the "Parties" and each as a "Party." The Parties, intending legally and equitably to be bound, and in consideration of the mutual promises, representations, and covenants herein contained, agree as follows:

- 1. Scope of Services.** Service Provider agrees to perform the work described in **Attachment A** ("Scope of Work"), attached hereto and incorporated by reference herein, and any other activities as mutually agreed by the Parties in writing (collectively, the "Work"). The Parties agree that this scope of services may evolve through ongoing dialogue and mutual learning, reflecting the evolving nature of the work and a shared focus on results.
- 2. Purpose.** The purpose of this Project is to **<simple purpose statement>**. GTLF has determined **<is or is not>** aligns with its charitable purpose of improving lifetime earnings through access to opportunities.
- 3. Term and Termination.** This Agreement will commence on **Month day, year**, and continue through **Month day, year**, unless terminated earlier in accordance with this section. The Parties may extend the term by mutual written agreement prior to the expiration date. Either Party may terminate this Agreement at any time by providing thirty (30) days' advance written notice to the other Party. Upon termination, the Client shall pay for all services properly rendered through the effective termination date, as well as any authorized expenses incurred. The obligations related to confidentiality, intellectual property, independent contractor status, and indemnification shall survive termination of this Agreement.
- 4. Fees and Expenses.** Service Provider shall invoice the Client in accordance with the invoicing schedule and payment terms set forth in the Scope of Work. If applicable, the Client shall reimburse the Service Provider at cost for any preapproved, reasonable, and necessary expenses directly incurred in connection with the Work, provided that appropriate documentation including receipts and brief descriptions of each expense is submitted. Invoices are payable within thirty (30) days of receipt.
- 5. Changes and Modifications.** Any material change to the Scope of Work or the terms of this Agreement must be set forth in a writing by the Parties. Service Provider shall promptly notify Client in writing of any change in the Work that Service Provider reasonably determines is necessary.

6. Confidential Information. Service Provider may access non-public information ("Confidential Information") belonging to the Client. Such information shall remain the Client's property and may not be used or disclosed without prior written consent. Access may be revoked at any time. Upon request or termination, all Confidential Information must be returned or securely destroyed. General insights derived from the work may be retained and used by either Party, provided they do not include Confidential Information or identifiable data. Public sharing of stories or learnings requires prior written consent from both Parties.

7. Data Sharing and Mutual Learning. The Parties agree to collaborate openly and support continuous learning by sharing relevant data, validating results, and exchanging regular feedback, as outlined in the Scope of Work.

- **Data Use:** The Client will provide relevant data to support shared learning and effective implementation. The Service Provider may use aggregate or anonymized data to inform future work, subject to confidentiality and required consent.
- **Results Validation:** Impact will be assessed through both qualitative and quantitative methods, extending beyond traditional ROI measures.
- **Feedback Loops:** Regular check-ins will be used to exchange feedback, track progress, and adapt as needed.
- **Public Sharing:** With mutual written consent, the Parties may publish stories, findings, or insights derived from the work

8. Work Product and Intellectual Property. All deliverables created by the Service Provider under the Scope of Work are the exclusive property of the Client, unless otherwise agreed in writing. The Service Provider retains ownership of any pre-existing or newly developed tools, methods, or platforms used to support the work ("Service Provider IP"). If any Service Provider IP is included in the deliverables, the Client receives a non-exclusive, royalty-free license to use it solely in connection with those deliverables. The Service Provider warrants that all deliverables are original and do not infringe on third-party rights. The Service Provider may reuse any general knowledge, skills, methods, or tools developed during the engagement, provided they do not include the Client's confidential or proprietary information.

9. Representations and Warranties; Compliance with Laws. Service Provider represents and warrants that all work will be performed on time as agreed by both parties, to the highest industry standards, and in full compliance with all applicable laws and regulations.

10. Conflicts of Interest. Service Provider acknowledges a related-party relationship with Client but affirms that this Agreement is conducted at arm's length, with no special pricing or terms. The terms are comparable to those offered to any third party. Service Provider confirms that no conflict of interest exists in fulfilling this Agreement. A "Conflict of Interest" includes any relationship or activity that could compromise, or appear to compromise, Service Provider's duties or Client's interests. Any actual or potential conflict must be disclosed promptly in writing (email is sufficient).

11. Mutual Indemnification. Each party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other party, including its directors, officers, employees, and agents, from any losses, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from: (a) the Indemnifying Party's gross negligence, willful misconduct, or breach of this Agreement; or (b) any third-party claim resulting from actions or omissions of the Indemnifying Party. This includes breaches by anyone given access to Confidential Information by or through either party. These obligations survive termination of the Agreement and apply to the fullest extent permitted by law.

12. Independent Contractor Status. Service Provider is an independent contractor, not an employee, agent, or representative of Client. This Agreement does not create a partnership, joint venture, or employment relationship. Service Provider controls how services are performed and is solely responsible for all applicable laws, taxes, licenses, fees, and insurance. Client will not withhold or pay any taxes or benefits on Service Provider's behalf. Service Provider is responsible for all income and taxes and agrees to indemnify Client for any related liability. This clause survives termination.

13. Insurance. Service Provider shall maintain adequate insurance coverage throughout the Term.

14. Personnel. Service Provider agrees to ensure that all employees, agents, and subcontractors involved in work for Client comply with the terms of this Agreement, including provisions related to Confidential Information and Work Product. Service Provider is responsible for their conduct and compliance.

15. Severability. The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions.

16. Amendments; Waivers. This Agreement may be amended only in writing signed by both Parties. A waiver of any provision or breach shall not be deemed a waiver of any other provision or future breach. Consent or approval of one act does not waive the need for consent or approval of future acts.

17. Notices. All notices shall be in writing and delivered via email or other mutually agreed-upon electronic means. Physical delivery is not required unless otherwise specified.

If to **Service Provider**, to:

GitLab Foundation
2261 Market Street, Suite 4927
San Francisco, CA 94114
Attn: Elicia Wilson and Spencer MacColl
Email: elicia@gitlabfoundation.org, spencer@gitlabfoundation.org

If to **Client**, to:
Organization:
Name:
Address:
Email:

18. Assignment; Binding Effect. Service Provider may not assign or transfer any rights or obligations under this Agreement without prior written consent from Client. This Agreement is binding on the Parties and their respective heirs, representatives, successors, and permitted assigns.

19. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflict-of-law principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in California and waive any objections to venue or forum.

20. Trademarks. Neither party may use the name, trademarks, or logos of the other for any purpose, except as expressly authorized in an applicable Scope of Work or by prior written approval.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements relating to the subject matter hereof.

22. Miscellaneous. This Agreement, including any amendments or related documents, must be in writing and signed by both Parties. Signatures delivered by facsimile, email, or other electronic means shall be deemed valid and enforceable as originals. This Agreement may be executed in counterparts, each of which is deemed an original, and together constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their duly authorized representatives on the dates set forth below, to be effective as of the Effective Date.

GitLab Foundation

Client Name

Ellie Bertani
President & CEO

[Signatory Name]
[Signatory Title]
[Signatory Email]

Date

Date

ATTACHMENT A: Scope of Work

Project Overview

1. Project name
2. Project Start Date-Project End Date
3. Description: Provide a summary of the project, including its purpose, key objectives, and intended outcomes. This should clearly define the strategic goals the work aims to support.

Scope of Services

- Describe in detail the services to be provided under this agreement. Clearly outline what is in scope and, if applicable, what is explicitly out of scope. This section should establish shared expectations and minimize ambiguity.
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Deliverables

- List all deliverables that will be produced as part of the engagement, including documents, reports, plans, presentations, tools, or any other tangible outputs. Include format and delivery method where applicable.

Consulting Parameters

- Number of calls or hours on a weekly/monthly/contract duration basis (limits)
- Expected response and/or turnaround time from GTLF

Timeline

Provide a timeline for the project, including key milestones, deadlines, and decision points. If relevant, indicate dependencies or sequencing of tasks.

Data Sharing and Mutual Learning

Specifics related to data use, results validation, and public sharing should be described here.

Additional Provisions (Optional)

Include any additional relevant terms, such as assumptions, dependencies, or success metrics. Use this section to document anything important that doesn't fit neatly into the categories above.

Reporting and Communication

Outline the communication cadence, format, and responsibilities. Include:

- Reporting Frequency (e.g., weekly status updates, monthly summaries)
- Meeting Schedule (e.g., biweekly calls, milestone reviews)
- Primary Contacts (name, title, email for each party)

Payment Terms

Specify the fee structure, including rates, invoicing schedule, and payment terms.

- Fee Structure: Hourly rate, flat fee, or deliverables-based
- Invoicing Schedule: Monthly, by milestone, or other
- Payment Terms: Net 30 days, due upon receipt, etc.
- Payment Method: BILL, wire transfer, check, etc.