

Third Party Vendor Application

Please provide the following information to the best of your ability. Your responses will assist us in determining how your services may be offered to our clients. Submit your application along with any other relevant information (resume, links to websites, case studies, etc.) to Kate Halahurich at KHalahurich@catalystconnection.org. Thank you.

GENERAL INFORMATION	
Date	
Company Name	
Address	
City, State, Zip Code	
County	
Phone Number	
Fax Number	
Website	
Contact Person Name	
Contact Person e-mail	
Year Established	
Number of Employees	
Federal ID #/SS #	
DUNS Code (if applicable)	
1099 Required (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Individual/Sole Proprietor or Single-Member LLC (Y/N)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Location where work will be completed	

* Non-resident individual/sole proprietor working in Pennsylvania requires 3.07% Pennsylvania tax withholding.

AREAS OF EXPERTISE
Describe the nature of your firm's products and/or services and areas of expertise.
Describe the typical process you use to deliver your product or service to your clients.
Describe the typical outcome or results of your work. What are your typical deliverables?
Describe the benefits your clients receive from your products and services. Please quantify if possible.

Describe the characteristics of your target market, or provide a profile of your target clients.
What are the indicators to tell us that a client is a prospect for your services?
Who typically authorizes your work within a company?
What is the typical size and scope of your projects?

PROFESSIONAL BACKGROUND
Professional Registrations in Pennsylvania (Y/N); If yes, provide number. Yes <input type="checkbox"/> No <input type="checkbox"/>
List professional accreditations, affiliations, memberships, licenses and/or certifications.

CLIENT REFERENCES
List 2 – 3 clients you have worked with and provide a brief description of the assignment. Indicate whether the client can be used for a reference. If they can be used, please provide contact information.
Client 1
Client 2
Client 3

INDUSTRY EXPERIENCE
Describe the industries with which you have the most experience or are most comfortable working with.

	RATES	
	Describe	Amount
Hourly Rate: (Required)	Service 1: (Type/Category) Service 2: Service 3:	\$ \$ \$
Daily Rate: (Optional)	Service 1: Service 2: Service 3:	\$ \$ \$
Quote: (Optional) <i>please attach quote for specific requested service if applicable.</i>	Describe:	Quote Attached: Yes <input type="checkbox"/> No <input type="checkbox"/>

Please provide good thru date if rates expire (*optional*).

Please note that Catalyst Connection process authorizes amounts through executed Purchase Orders. If seller proceeds without an approved Purchase Order, Seller may be responsible for any cost incurred.

VENDOR ACKNOWLEDGEMENT AGREEMENT

This Agreement is made and entered into by and between _____ (hereinafter referred to as "Vendor"), and **Catalyst Connection**, a nonprofit organization (hereinafter referred to as "Catalyst Connection"). This Agreement acknowledges the Vendor's responsibility regarding the accuracy and truthfulness of the information provided to Catalyst Connection and its agreement to Catalyst Connection's managed service fee.

1. Acknowledgement of Information

The Vendor hereby acknowledges that any and all information provided to Catalyst Connection on the Third Party Vendor Application, including but not limited to business details, contact information, product/service descriptions, product/service rates, and any other relevant materials, is complete, current, true, and accurate to the best of the Vendor's knowledge.

2. Vendor's Responsibilities

The Vendor agrees to provide Catalyst Connection with accurate, truthful, and up-to-date information at all times.

3. No Misrepresentation

The Vendor acknowledges that any misrepresentation or omission of material facts, whether intentional or unintentional, could result in consequences, including but not limited to the termination of any existing agreements, loss of trust, or any other legal remedies that may be applicable.

4. Verification

Catalyst Connection reserves the right to verify the information provided by the Vendor. The Vendor agrees to cooperate fully with any requests for verification, including but not limited to providing additional documentation or clarification as needed.

5. Acknowledgement of Core Values

The Vendor acknowledges that they have read and reviewed the Core Values of Catalyst Connection, which are outlined in the below link:

[Core Values - Catalyst Connection](#)

6. Managed Service Fee

Vendor acknowledges that Catalyst Connection may charge a managed service fee for each client project with Catalyst Connection that Vendor services. This fee applies to every client project with Catalyst Connection that the Vendor begins working on from the date its application is accepted until 12 months after completing services on its first client project (the "Service Period").

The managed service fee is ____% of Vendor's invoices issued to Catalyst Connection.

Vendor shall submit an invoice to Catalyst Connection for services rendered upon completion of agreed-upon milestones or project completion. Catalyst Connection will invoice the client for the full project amount on behalf of the Vendor. Within 30 days of its receipt of payment from the client, Catalyst Connection will remit payment to Vendor, minus its managed service fee.

Vendor agrees to notify Catalyst Connection if a client contacts Vendor about a new project or change order during the Service Period.

If the payment terms set forth in any writing between the parties are inconsistent with the terms of paragraph 6, the terms of this paragraph 6 will control.

Catalyst Connection does not guarantee to Vendor any amount of revenue generation by entering into this Agreement.

Nothing in this Agreement shall constitute a commitment by Catalyst Connection to utilize Vendor on any client projects nor a promise by Catalyst Connection that it will recommend any particular vendor to its clients.

7. Terms and Conditions

Vendor acknowledges that the Catalyst Connection Terms and conditions will apply to all orders issued by Catalyst to Vendor. The terms and conditions can be found here: [Terms and Conditions](#)

8. Execution

By signing below, the Vendor acknowledges and agrees to the terms outlined in this Agreement.

[INSERT VENDOR NAME]	CATALYST CONNECTION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Stand True, Forge Bonds, Move Forward, Serve Exceptionally

At Catalyst Connection, our commitment to integrity, relationships, adaptability, and service guides our interactions with colleagues, clients, and partners in the manufacturing community of southwestern Pennsylvania. By embodying these principles, we foster a cooperative and innovative workplace culture that drives the regional manufacturing sector toward sustained growth and excellence.

Core Values:

<https://www.catalystconnection.org/about-us/core-values/>

CATALYST CONNECTION

MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (“Agreement”) is made to be effective as of _____ (“Effective Date”) by and between **CATALYST CONNECTION**, located at 4501 Lytle ST Pittsburgh, PA 15207, and _____ with its principal office located at _____ (hereinafter referred to as the “Parties”).

Background

The Parties will be disclosing confidential and proprietary information to each other in connection with potential or existing business relationship between the Parties. The Parties desire to protect their confidential and proprietary information pursuant to the terms of this Agreement.

AGREEMENT

1. Disclosing Party. The party disclosing Confidential Information to the other party shall be referred to as “Disclosing Party” and the party receiving Confidential Information from the other party shall be referred to as “Recipient”. Recipient will not disclose Confidential Information to any third party and will not use the Confidential Information of the Disclosing Party for any purpose other than in connection with the evaluation of a possible business relationship between the parties and, if the parties enter into such a business relationship, in connection with the Recipient’s obligations pursuant to such business relationship (“Authorized Purpose”). Recipient may disclose the Confidential Information only to its employees who have a need to know such information for the Authorized Purpose and who are bound by an obligation of confidentiality with respect to such Confidential Information. Notwithstanding the above, Catalyst Connection may disclose the Confidential Information to its affiliates, provided that such affiliates shall be bound to the restriction on use set forth in this Agreement. The restrictions set forth in the Agreement shall not apply to any Confidential Information which in the opinion of counsel for the Recipient is required to be disclosed by the Recipient pursuant to the applicable law; provided, that in such case, the Recipient agrees to advise and consult with the Disclosing Party to the extent practicable prior to making such disclosure.
2. Confidential Information. For purposes of this Agreement, the "**Confidential Information**" of a Party shall mean all Confidential or Proprietary Data of the disclosing Party, their company, their customers, or licensors, including but not limited to products, processes, designs, drawings, customer lists or other technical data whether received by Recipient before or after the execution of this Agreement. It shall also include such other information that is identified and marked as confidential Information or Proprietary Data. Any and all Confidential Information in all tangible embodiments including all information held in computer memory or software, in electronic storage media, and/or in the form of email and attachments (“Electronic Embodiments”) shall remain the property of the providing party.
3. Confidential Information of a Party shall not include:

- a. Information which was in the public domain prior to disclosure by the Disclosing Party or later enters the public domain other than through breach of this Agreement by Recipient
 - b. Information that was already in the receiving party's lawful possession without any obligation to keep it confidential or;
 - c. Was lawfully obtained by Recipient from a third party not under an obligation of confidentiality with respect to such information; or
 - d. Is independently developed by Recipient without reliance on the Confidential Information of Disclosing Party; or
 - e. Is released by the originating party to a third party without restriction.
2. Use of Confidential Information. The Recipient agrees to only use the Confidential Information to the extent necessary for the Authorized Purpose. Each party agrees that it shall not duplicate, use, or disclose any Confidential Information of the other party and shall keep confidential and safeguard such Confidential Information with the same degree of protection and care that such party uses to protect its own Confidential Information. Within thirty (30) days after termination of this Agreement, upon request, each party shall return all Confidential Information of the other party and certify that all copies of such Confidential Information in its possession have been destroyed.
3. Equitable Relief. The Parties acknowledge and agree that each would be irreparably damaged in the event that any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each Party shall be entitled to seek a temporary restraining order or a permanent injunction or injunctions to prevent a breach or a contemplated breach of this Agreement by the other and shall have the right to specifically enforce this Agreement and the terms and provisions hereof against the other in addition to any other remedy to which such aggrieved Party may be entitled at law or in equity.
4. Term. The term related to Section 2 shall remain in effect for a period of five (5) years from the receipt of the Confidential Information.
5. No Warranty. Neither party makes any representation or warranty as to the accuracy or completeness of the Confidential Information provided to the other. This Agreement grants no copyright, trademark, trade secret or patent rights or licenses, express or implied, except to the extent necessary for Recipient to complete the business relationship between the parties. None of the Confidential Information which may be transmitted between the parties shall constitute any public disclosure or sale or offer to sell any product or equipment.
6. Miscellaneous.
 - a. Amendments. No modification or waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the parties hereto. Failure to enforce any provisions of this Agreement shall not constitute a waiver of any term thereof. If any term or provision of this Agreement or any application hereto shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

b. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties as to the subject matter hereof and supersedes any previous or contemporaneous understandings, commitments or agreements, oral or written, and all as to such subject matter.

c. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflicts of laws provisions.

d. Successors and Assigns. This Agreement, and the rights and obligations of the parties hereunder, may not be assigned by either party without the express written agreement of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written hereinabove.

Vendor Name: _____	CATALYST CONNECTION
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

CATALYST CONNECTIONSM
CONFLICT OF INTEREST POLICY
(Effective: January 1, 2024)

Catalyst Connection (“Center”) is a Pennsylvania non-profit corporation. As a recipient of public funding and support from foundations, businesses, and individuals, the Center must strive to ensure that its activities, as well as those of its directors, officers, employees, consultants, and independent contractors, are conducted in compliance with appropriate standards of ethics, loyalty, honesty, integrity, and fair dealing. To this end, the Board of Directors of the Center (the “Board”), for themselves, and for the Center’s officers, employees, consultants, and independent contractors, has adopted a formal Conflict of Interest Policy designed to preclude any material conflict of interest or impropriety with respect to the duties and activities of such persons or entities relating to the Center. The Center’s current Conflict of Interest Policy is set forth below.

Statement of Policy

1. **Policy Statement.** The directors, officers, employees, consultants, and independent contractors of the Center, in all transactions related to their duties on behalf of the Center or on behalf of those entities served by the Center, shall adhere to the standards of ethics, loyalty, honesty, integrity, and fair dealing described herein and shall at all times act in the best interests of the Center. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal or State award if he or she has a real or apparent conflict of interest.

2. **Disclosure of Conflict of Interest.**
 - (a) An officer, director or employee of the Center, who is a party to or who is interested in a project must disclose the nature and extent of the interest to the Board and must abstain from the Board’s deliberations concerning the project all as more fully set forth in Section 3 below. Any member of an organization is a Party in Interest.

 - (b) A consultant or independent contractor of the Center who is a party to or who is interested in a project, as more fully described in paragraph (c) below, shall immediately disclose the nature and extent of the interest to the Board.

 - (c) An officer, director, or employee of the Center or a consultant or independent contractor of the Center (any such person being a “Covered Person”) shall be deemed to have an adverse interest and to be subject to the requirement for disclosures as described in paragraphs (a) and (b) above if any of the following conditions are met:
 - (i) The Covered Person has a financial interest in or a tangible personal benefit from a firm considered for a project. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a project.

 - (ii) A member of the immediate family or partner of the Covered Person has an interest in a project.

 - (iii) A Covered Person has an employer-employee, partnership, agency, lender or borrower, fiduciary or legal or beneficial ownership relationship with a party to or a person financially interested in a project.

- (iv) A matter which might reasonably be expected to influence a Covered Person in the discharge of the Covered Person's official duties concerning a project.
 - (v) A matter exists which might reasonably give the appearance of impairing the objectivity of a Covered Person in the discharge of the Covered Person's official duties concerning a project. Appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field; or
 - (vi) Because of relationships with a parent company, affiliate, or subsidiary organization, the Center is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.
- (d) The Board shall take such action, which is necessary in light of the facts revealed by the disclosure, to avoid a conflict of interest or impropriety with regard to a project.
- (e) The disclosure statement of the Covered Person and the action by the Board shall be made a part of the minutes at its next regular or special meeting.
- (f) In the event any Covered Person has questions as to whether he, she, or it would be considered interested in a project under Section 2(a) above, such Covered Person shall make full disclosure concerning the potential conflict of interest to the Chairperson of the Board and to the uninterested members of the Board. The uninterested members of the Board shall then determine by majority vote whether a conflict of interest exists and shall advise the inquiring Covered Person.
3. **Obligation to Abstain in the Event of an Adverse Interest.** In the event of an adverse interest requiring disclosure by a Covered Person under Section 2(a), such Covered Person, after first having disclosed the adverse interest as described above, shall:
- (a) Refrain from participating in the deliberations concerning the matter presenting the conflict,
 - (b) Abstain, in the case of a director, from voting on the matter presenting the conflict, and
 - (c) At the request of the Board member chairing the meeting, leave the meeting room during the deliberations and vote with respect to the matter presenting the conflict.
4. **Prohibited Activities.**
- (a) No Covered Person may solicit, accept or receive from a person, firm, corporation or other business or professional entity or organization a gift, loan, gratuity, favor or service that might influence his or her position in the discharge of his or her official duties concerning a project or another activities of the Center. However, acceptance of food and refreshment of nominal value on infrequent occasions in the ordinary course of a luncheon or dinner meeting or other meeting shall not be deemed a gift, loan, gratuity, favor or service for purposes of this section.
 - (b) No officer, director, employee, consultant or independent contractor of the Center may directly or indirectly use for personal gain any information not available to the public concerning a project which comes to him, her or it as a result of affiliation with the Center, nor may such person or entity provide that information to others not directly connected with the Center's investigation concerning the feasibility, development or establishment of a project.

- (c) An officer, director, employee, consultant or independent contractor of the Center are prohibited from engaging in telecommunication or equipment transactions involving Huawei Technologies, ZTE, Hytera, Hangzhou, Dahua or any subsidiary or affiliate of such entities.
- (d) No officer or employee shall engage in any employment, consulting, advisory or similar activity which is in material conflict with the interests of the Center.

5. **Communication and Affirmation of Policy.**

- (a) The Center shall deliver a copy of this policy to each of its officers, directors, employees, consultants, and independent contractors. A copy of this policy or a summary thereof, shall be included in the documentation of each proposed project which the Center funds.
- (b) All Covered Persons shall be given a copy of this policy and deliver to the Secretary of the Center positive written affirmation of adherence to the policy by executing the acknowledgment and acceptance of Conflict of Interest Policy attached hereto.
- (c) Each member of the Board shall provide the Center's Secretary with an annual Financial Interest Disclosure Statement in the form from time to time required by the Center. Although such information will be made available to the members of the Board, it will otherwise be treated as confidential.
- (d) Any candidate for election to the Board shall be given a copy of this policy in advance of election and shall affirm his or her support of it prior to election and any newly elected officers, newly hired employees or newly retained consultants or independent contractors shall be advised, prior to election, hiring or retention, of this policy and each shall affirm his or her support or its support thereof prior to election, hiring or retention.

6. **Remedies.** The failure to make any required disclosure under this policy or any other breach of this policy is grounds for disciplinary action by the Center against the Covered Person, which disciplinary action may include removal from the Board or termination of the individual's employment, consulting or other contract or arrangement, and is grounds for disapproval of an application or rescission of a project by the Center. The remedies provided herein shall be in addition to any other legal remedies available to the Center.

ACKNOWLEDGMENT AND ACCEPTANCE OF CONFLICT OF INTEREST POLICY

I have read and understand the Statement of Policy regarding conflicts of interest. I acknowledge that there are no current transactions or activities, which may represent a potential competing or conflicting interest, as defined in the Statement of Policy. Further, I acknowledge that I must disclose to the Secretary of the Center any transaction or activities of the Center or me which might be covered by the Statement of Policy regarding Ethical Conduct and Conflicts of Interest. Finally, I understand that failure to comply with the Statement of Policy will damage the Center and its activities, and the remedies set forth in the Statement of Policy are appropriate.

Date: _____

Company Name: _____

Signature: _____

Print Name: _____