

CONSULTING AGREEMENT

This consulting agreement (“Agreement”) is entered into by and between [Name of Client], a [Client Legal Location] company (“Client”) and [US Advanced Computing Infrastructure, Inc.], an Illinois Corporation (“Consultant”). Together, Client and Consultant are the (“Parties”) of the agreement.

Recitals

WHEREAS, Consultant has skills and experience in the field of information technology generally, information technology strategy, vendor management, contract negotiations, business management consulting, project management, technology innovation, complex problem solving, technology project governance, professional training, software development lifecycle processes, and the management of consulting practices and IT professional services organizations.

WHEREAS, Consultant has engaged since November 2018 to review quantum computing (Quantum). Quantum entails the use of quantum information sciences and new technology architectures to provide computational services. This is an area of academic, industry and government research, development, and innovations.

WHEREAS, Consultant is willing to be engaged by Client upon the terms and conditions herein contained; and

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, Client and Consultant mutually agree as follows:

1. Consulting Services. Client hereby retains Consultant to provide the Client with the following consulting services (“Services”):

- [High Level Description of services to be provided by Consultant]
- Please see Appendix A for a detailed description of scope.

The manner and means by which Consultant chooses to complete the services are in Consultant’s sole discretion and control. Consultant’s obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

Although Consultant may comment upon Client’s legal documents, financial statements or other documentation in the course of performing the services hereunder, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing or accounting services or opining on representations made in any financial statements.

2. Term.

a) The term of this Agreement shall commence on [start date], the (“Commencement Date”), and shall remain in full force and effect through [end date], the (“Termination Date”).

3. Compensation. For services provided hereunder, Consultant shall invoice and be paid the rate as follows:

For hourly billing:

Consultant	Hourly Rate*	Estimated Hours	Estimated Fees for this consultant	Estimated Expenses for this consultant*
	\$		\$	
	\$		\$	
	\$		\$	
Total (all consultants)	N/A			

- Invoice bi-weekly or monthly, up to 10 hours / calendar day, based on actual hours worked.
- Actual expenses billed as incurred, without mark-up.
- Hourly Rate for a consultant is the (“Billing Rate”).

For project ‘fixed price’ billing:

Project Phase	Fees for this Phase (US\$)*	Estimated Expenses for this Phase (US\$)*	Billing Timeline
	\$	\$	50% at kickoff, 50% at completion
	\$	\$	25% at kickoff, 50% during phase, 25% at completion
	\$	\$	25% at kickoff, 50% during phase, 25% at completion
Total (all phases)	\$	\$	N/A

- Actual expenses billed as incurred, without markup.

- * Total Fees for all phases is the (“Project Rate”).

The Consultant shall be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services. Pre-approval is not required for expenses. Copies of receipts will be provided upon request for expenses greater than twenty-five US Dollars (\$25).

Invoices submitted by the Consultant to the Client are due within 30 days of invoice receipt. The obligations of the Consultant may be suspended during any period in which payments from the Client are overdue.

Consultant will invoice client as a separate line-item for any applicable business, sales, use, or services taxes required to provide the Services.

All payments may be made in US Dollars by 1) ACH/EFT to the Consultant’s Citibank N.A. business checking account, 2) physical check made out to US Advanced Computing Infrastructure, Inc., or via the www.chicagoquantum.com website with Stripe or PayPal.

4. Performance. The Parties agree to fully cooperate with each other to ensure the successful delivery of Services and fulfillment of this Agreement. This includes the Consultant and Client working collaboratively and the Client providing access to Client employees, facilities and infrastructure (e.g., workspace, meeting rooms, network access, power, and supplies) as reasonably required to provide Services.

In the event that the Consultant cannot deliver the Services nor fulfill its obligations under this Agreement due to non-performance by the Client, Consultant will provide written notice to the Client Project Manager. The Parties agree to use the Change Order Process to document and mutually agree on impacts due to Client non-performance (if any).

5. Disclosure of Information. Consultant agrees that at no time (during or after this Agreement) will Consultant disclose or use any Proprietary and Confidential Information of Client, acquired during the term of this Agreement. The term “Proprietary and Confidential Information” shall mean, but is not limited to, all information which is known or intended to be known only to Client, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client’s financial information, identity of clients and patients, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its subsidiaries and affiliates, and their employees. Consultant agrees not to remove from the premises of Client except as necessary for Consultant to perform services in accordance with the terms of this Agreement, any document, record, or other information of Client or its affiliates.

Consultant agrees to return or destroy, immediately upon termination of Consultant's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Consultant, in whatever format it may be maintained, whether provided to, or developed by, Consultant, and to provide a certificate of destruction if required by Client.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly, of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

Client agrees to the same disclosure of information obligations for Proprietary and Confidential Information of the Consultant.

6. Remedies. In addition to any other remedies, which Client may have by virtue of this Agreement, Consultant agrees that in the event that a breach of the confidentiality provisions of this Agreement occurs or is threatened, Client shall be entitled to obtain an injunction against Consultant from a court of competent jurisdiction to restrain any breach of confidentiality.

7. Termination. Either party may terminate this Agreement, without good cause, upon twenty one (21) calendar days written notice to the other, unless otherwise mutually agreed upon.

This Agreement may be terminated at any time by mutual agreement of the Parties.

In the event that either Party wishes to terminate this Agreement for good cause (e.g., non-performance or material breach as defined in this section), that party will be required to provide 3 business day's written notice to the other party.

- 1) Failure on the part of the Client to make punctual payment of all sums due to the Consultant under the terms of this Agreement, or fails to provide necessary cooperation in the delivery of Services (after 2 or more written notices from Consultant)
- 2) Failure on the part of the Consultant to remedy any material breach of its obligations hereunder (including failure to perform services and breach of confidentiality), within a reasonable time (after 2 or more written notices from Client).

The obligations of the Consultant will end upon the termination of this Agreement, except as stated in the Agreement.

The obligations of the Client will end upon the termination of this Agreement, except as stated in the Agreement, and except for the obligation to pay for Services provided and expenses incurred by Consultant.

- 1) For an hourly rate agreement, the Client agrees to pay for actual hours incurred by Consultant at the agreed upon rate,
- 2) For a fixed price agreement, the Client agrees to pay for a pro-rated portion of the services delivered, determined by project effort expended. The minimum termination payment will be 25% of Project Fees (including changes agreed in the Change Control Process).
- 3) For all agreements, the Client agrees to pay for all actual and future non-refundable expenses incurred by Consultant in relation to the engagement.

8. Limitation of Liability to Client. Notwithstanding any other provision of this Agreement, in no event shall Consultant be liable to Client for Client's lost profits, or special, incidental, indirect, punitive or consequential damages (even if Consultant has been advised of the possibility of such damages) arising out of or in connection with the provision of any goods or services pursuant to this agreement (except in respect of death or personal injury resulting from negligence) and the total liability of the Consultant for any other loss of the Client arising pursuant to this agreement in respect of any one event, or series of connected events shall not exceed the charges actually paid by the client in respect of the Consultant's services hereunder.

9. Force Majeure. Both Parties will be released from their respective obligations in the event of national emergency, war, telecommunication or transportation failure, weather emergencies, acts of God, fires, floods, acts of terrorism, illness, or if any other cause beyond the reasonable control of the parties renders the performance of this agreement impossible.

The obligations and rights of the Parties so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume.

10. Indemnification of Consultant. Client shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim or any action or proceeding arising there from, that Consultant incurs as a result of having performed services on behalf of Client.

11. Mutual Indemnification. Except to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act, error, or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors, and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this agreement.

12. Client's Representations. Client represents that it has the full right and authority to enter into and perform this Agreement. The consummation of the Agreement and the transactions contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client represents and warrants to Consultant that Client is able to timely pay Consultant all fees and expenses incurred in the performance of the services hereunder.

13. Amendments. This Agreement may be amended only in a writing signed by both parties.

14. Change Control Process. The parties agree to document any changes in Services, or any amendment or modification of this Agreement, using Appendix C, Change Control Form, or a similar written format ("Change Control Process). Changes will only be binding on the Parties if evidenced in writing and signed physically or electronically by an authorized representative of each Party.

15. Non-Solicitation. Neither party will take actions to solicit the other Party's employees or subcontractors for employment during the term of this Agreement without prior written approval via the Change Control Process.

16. Assignment. The Services to be performed by Consultant hereunder are personal in nature, and Company has engaged Consultant as a result of Consultant's skills and experience relating to such Services. Consultant, therefore, agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Company's prior written consent.

17. Ownership of Intellectual Property. All intellectual property, discoveries, and related material ("Intellectual Property") that is developed or produced under this Agreement, will be the property of the Consultant. The Client is granted a non-exclusive, limited-use license of this Intellectual Property. Title, copyright, intellectual property rights, and distribution rights of the Intellectual Property remain exclusively with the Consultant.

Consultant shall retain the creative rights to all original materials, data and similar items, produced by Consultant hereunder in connection with the Services under this agreement. All services and software used by Consultant shall at all times be the sole property of Consultant and under no circumstances shall Client have any interest in or rights to the title to such materials, or software.

The Client undertakes to keep all materials, documents, and information provided to it by the Consultant confidential to itself, its employees and agents and not to distribute any product of the Services provided hereunder to any third-party (or via the internet or social media) without the Consultant's prior written consent.

18. Notices. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

Client: [Enter name]
 [Enter mailing address]
 [Enter email address]

Consultant: Jeffrey Cohen
 PO BOX 1292, Highland Park, IL 60035-7292
 Jeffrey@quantum-usaci.com

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) three days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier, or delivered electronically and acknowledged as received.

19. Insurance. Consultant shall maintain liability insurance covering the performance of the Services by Consultant for Agreements with fees in excess of \$50,000. Consultant to provide to Company a certificate of insurance evidencing such coverage upon request.

20. Independent Consultant; No Agency. The parties agree that at all times during the term of this Agreement, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venture, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant shall retain the right to perform services for others during the term of this Agreement.

21. Mediation. It is the intention of both Parties to resolve any dispute between the parties in connection with this agreement quickly and in good faith. However, if the Parties cannot agree, the parties will in good faith seek to resolve any dispute through mediation, with a mediator to be identified and agreed upon within 15 days of one party requesting mediation in writing, with mediation to be conducted in Lake County, Illinois.

22. Headings. The headings in this Agreement are included only for convenience and shall not control or affect the meaning or construction of this Agreement.

23. Publicity. Both Parties agree that news releases and other publicity relating to this Agreement will be made only with the prior written consent of the Parties.

24. Subcontractors. It is the intention of the Consultant to use a mix of employees, subcontractors and third-party service providers in the provisioning of these Services. Consultant agrees to use subcontract labor located within the United States. It is possible that third-party services will be provisioned by global providers (e.g., D-Wave Systems is a Canadian Corporation). Client does not have approval rights over Consultant's use of employees, subcontractors or third-party service providers in this agreement.

25. Jurisdiction. This Agreement shall be governed by the laws of the State of Illinois.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. There is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the [Date of Agreement].

Signed for and on behalf of

Signed for and on behalf of

[name of Client]

[name of Consultant]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Appendix A: Scope of Services

Consultation Only

Update the description of the scope of the project or consulting services as needed.

Consultant Responsibilities:

- Prepare for meetings (based on Client objectives)
- Schedule the meeting (time, date and venue)
- Travel (if required) and/or join teleconference at the scheduled time
- Conduct meetings
- Perform post-call action items (if any)
- Write up and deliver summary of consultation (within 48 hours)

Client Responsibilities

- Request consultation and post-call action items
- Share objectives of call
- Join and participate in discussion at the scheduled time
- Review and confirm summary of consultation

Deliverables:

- Final Management Report: This is a concise, vertical document that shares the date, time and attendees, the topic(s) that were discussed, agreements and decisions made, and any Consultant recommendations.

Billable Time:

- Invoice hours worked performing Consultant Responsibilities (rounded to ¼ hour) bi-weekly or monthly, and 100% upon completion.

Acceptance Criteria:

- Due to the nature of Consultation services, the Final Management Report is deemed Accepted upon completion and receipt by the Client Project Manager.

If this Agreement is for Consultation services only, please initial here:

Client: Name:

Initials:

Consultant: Name:

Initials:

Appendix A: Scope of Services

Project Work (up to 1,000 hours of Consultant effort)

Update or modify the description of the scope of the project. This is a Quantum Strategy Workshop which understands the Client's requirements and delivers a strategy document and roadmap to implement that strategy.

Phases of Delivery:

Phase 1: Project Kickoff

Purpose of the kickoff is to discuss and confirm the full scope, timeframe and deliverables of the engagement with the Client and Consultant project team. This achieves alignment and increases the effectiveness of the project.

Consultant Responsibilities

- Prepare for meetings (based on Client objectives)
- Schedule the meeting(s) (time, date and venue)
- Travel (if required) and/or join teleconference at the scheduled time
- Conduct Project Kickoff Meeting(s) and share Kickoff Document
- Perform post-meeting action items (if any)
- Write up and deliver Project Plan (within 72 hours) to Client Project Manager.

Client Responsibilities

- Request project and post-meeting action items
- Share objectives of kickoff and open questions
- Join and participate in discussion(s) at the scheduled time(s)
- Review and confirm summary of consultation

Deliverables:

- Kickoff Document (delivered during Project Kickoff Meeting)
- Project Plan (delivered after Project Kickoff Meeting)

Exclusions:

- N/A

Phase 2: Agile Sprint

- Consultant will work with Client to create and execute units of work that can be delivered and provide business value quickly, sometimes within as little as two weeks. This is in contrast to the ‘waterfall method’ which creates an extended timeline of co-dependent project activities.
- Examples of tasks to be completed during an Agile Sprint include:
- Facilitate Client workshops,
- Document Client business and technical requirements to be met through the use of the in-scope technology. This could include topics like customer service, quality, financial statement impacts, security and compliance, speed and agility. These would inform future phases of the engagement as key business parameters.
- Summarize available algorithms or applications that are designed for specific computer systems
- Develop, test and run software, whether based on currently available ‘open source or open community’ software, or write and run proprietary software programs.
- Develop potential use cases for Client to use the specific, in scope technology
- Document ‘as-is’ and ‘to-be’ state of a specific business service or process, or a specific application eco-system (independent technology stack that supports a business service or process).
- Share points of view and development tracks for key vendors in the in-scope technology under review. This could include development environments, non-production runtime environments, and publicly available development timelines and roadmaps.
- Develop high-level and detailed designs for applications or infrastructures based on the specific, in-scope technology. In many cases, this will include third-party services purchased and consumed ‘as a service.’
- Share key research underway by academia, national laboratories, industry players, and funding support for programs by the US Federal Government
- Share high-level timeframes for development of specific, in-scope technologies
- Develop IT and Business strategy options based on the current and projected capabilities of the in-scope technologies

- Develop high-level qualitative and quantitative business cases to support strategic options
- Develop action-oriented roadmaps to implement Client-Selected strategic options.
- Gather, make available, summarize and create enablement of key data and information required for future decision-making (build the fact base).
- Facilitate client workshops (both technical and business-oriented) to discuss topics, review draft findings, and make decisions and recommendations.

Consultant Responsibilities

- Prepare for meetings (based on Client objectives)
- Schedule the meeting(s) (time, date and venue)
- Travel (if required) and/or join teleconference at the scheduled time
- Conduct agile sprint activities and tasks as outlined in the Project Plan

Client Responsibilities

- Collaborate, perform, and support agile sprint activities and tasks as outlined in the Project Plan.
- Join and participate in discussion(s) and working sessions at the scheduled time(s)
- Review and provide feedback during agile sprint activities

Deliverables:

- N/A

Exclusions:

- N/A

Phase 3: Write and Deliver Final Management Report

Consultant will work independently to document the activities performed, findings and recommendations from the engagement. The Client and Consultant will work collaboratively to identify and gather information required to complete analyses, business cases and to develop actionable strategic options, conclusions and recommendations.

The Consultant will review drafts of the Final Management Report with the Client Project Manager during this phase for input, feedback and suggestions.

Consultant Responsibilities

- Prepare the Final Management Report
- Share drafts of the Final Management Report with the Client Project Manager and solicit input.
- Deliver Final Management Report to Client Project Manager for Acceptance

Client Responsibilities

- Collaborate, perform, and support the Consultant in their preparation of the Final Management Report drafts.
- Review drafts of the Final Management Report when received by the Client Project Manager (within 3 business days)
- Review, provide comments, and when completed, provide Acceptance of the Final Management Report

Deliverables:

- Final Management Report. This is a concise, vertical document that shares the topic(s) that were discussed, agreements and decisions made, and any Consultant recommendations.

Exclusions:

- N/A

Phase 4: Ongoing Project Management

The Consultant will provide project management tasks continuously during this engagement. This includes providing Project Status Summary reports on the timeframe agreed upon in the Agreement, and maintaining a current Project Plan.

Consultant Responsibilities

- Draft and deliver Project Status Summary reports to the Client Project Manager on a weekly, monthly or quarterly basis based on this Agreement.
- Provide a Project Plan during the Kickoff Phase, and periodically update on a mutually agreed timeframe.
- Provide timely and accurate invoices for Consultant fees and expenses

Client Responsibilities

- Client Project Manager to review and accept Project Status Summary documents from Consultant Project Manager
- Client Project Manager to review and accept the Project Plan from the Consultant Project Manager
- Client Project Manager to provide input, feedback and changes to all ongoing project management documents
- Client Project Manager to communicate the status of the engagement within their organization, and highlight risks, issues, action items and decisions required with Client management as needed for timely resolution.

Deliverables:

- Project Plan
- Project Status Summary reports

Exclusions:

- N/A

Invoicing Details:

- For hourly billing engagements, Consultant invoices hours worked performing Consultant Responsibilities (rounded to the nearest $\frac{1}{4}$ hour by phase). Consultant will deliver invoices either bi-weekly or monthly depending on the number of hours worked. All remaining hours and expenses will be billed upon project completion.
- For project fixed price billing engagements, Consultant invoices 25% of the currently active project phase at the Kickoff Meeting (or the beginning of each phase), 50% monthly based on Consultant level of effort expended, and 25% upon phase completion and Client acceptance.

Acceptance Criteria:

- The Project Status Summary and Kickoff Document are deemed to be accepted upon receipt by the Client Project Manager.
- Agile Sprint Activities are deemed accepted upon performance. These do not have Deliverables.
- The Project Plan and Final Management Report follow the following review cycle for Client Acceptance. Client Project Manager has 3 business days to review and provide written feedback on the draft. Client indicates acceptance of deliverables by either positively confirming Acceptance in writing, or by acknowledging receipt but not providing feedback in the 3 business day review period. The Consultant will have 5 business days to update or correct the Deliverable, and return a revised draft to the Client

Project Manager. The Client Project Manager will again have 3 business days to review the revised deliverable draft. This review cycle continues until the Client Project Manager has accepted the Final Management Report.

- Once the deliverable has been accepted by the client, the Consultant will mark the Deliverable as “Final Version”.

If this Agreement is for Project Work, please initial here:

Client: Name:

Initials:

Consultant: Name:

Initials:

Appendix B: Description of Deliverables

This is the list of potential deliverables from your engagement, depending on the Agreement.

Kickoff Document

- The kickoff document is used by Consultant to explain to Client the scope, timeline, approach, methodology, deliverables, roles and responsibilities, key challenges foreseen, and business value expected from the Services.
- It can be in either a memorandum (vertical, prose document) or presentation (horizontal, bullet point) format.

Project Status Summary

- This is a memorandum for the reporting period (e.g., weekly, monthly or quarterly) that includes the following sections:
 - a. Accomplishments for the period
 - b. Expected accomplishments for the next period
 - c. Action Item List
 - d. Data Requests Outstanding
 - e. Project plan and calendar summary
 - f. Risk and remediation list
 - g. Change Control Log
 - h. Decisions Required
 - i. Time and Expense Tracking

Project Plan

- This is typically a memorandum (vertical document) that outlines the project phases, milestones, and deliverables.
- It comes with an attached GANTT chart of key activities, RACI diagram with effort estimates, and Resource Loading chart. These tools will report variances of actual vs. planned results.

Final Management Report

- The Final Management Report is used by Consultant to document the key activities, findings and recommendations of the project. It can be in either a memorandum (vertical, prose document) or presentation (horizontal, bullet point) format. It has three sections:
 - j. Topics discussed: This lists the activities performed, topics reviewed and discussed, and analysis performed during the engagement
 - k. Agreements and decisions: This lists the agreements and decisions reached by the Client based on the engagement. It may describe the Consultant deliverables and the key insights learned during the engagement. It also provides the ‘parking lot’ or any remaining open and unresolved areas.
 - l. Consultant Recommendations: This section lists and discusses any actions recommended by Consultant based on the engagement. Recommendation type 1: Consultant may recommend a strategy and roadmap of activities and projects it believes are required to implement the strategy.
 - i. Recommendation type 2: Consultant may recommend specific activities which it believes will achieve a mission or objective, or bring a strategic initiative or program to successful completion.
 - ii. Recommendation type 3: Consultant may provide input on organizational structure, compensation plans, staffing and change management that it believes will increase the effectiveness of the Client.
 - iii. Subject to the scope of the agreement, all recommendations may have a qualitative assessment of the costs, benefits, risks, timeline, and business value

Deliverables will be delivered electronically to Client Authorized Representative or Project Manager for Acceptance.

Appendix C: Change Control Form

This form will document changes to the Agreement.

Description of Change:

Impact on Consultant or Client responsibilities:

Impact on Deliverables:

Impact on Timeline

Impact on Billing Rate, estimated effort, or Project Fees

Other Impacts:

IN WITNESS WHEREOF, the parties have executed this Change Control Form as of the [Date of Agreement].

Signed for and on behalf of

Signed for and on behalf of

[name of Client]

[name of Consultant]

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Appendix D - Consultant and Client Personnel

CONSULTANT PERSONNEL

Authorized Representative:

Other Key Persons:

Project Manager:

Other:

CLIENT PERSONNEL

Authorized Representative:

Project Manager:

Other:

Appendix E - Definitions

“Acceptance” means written confirmation by the Client Authorized Representative that Consultant has completed a project phase or Deliverable according to the Acceptance Criteria.

“Acceptance Criteria” means the criteria for accepting Deliverables required by this Agreement.

“Authorized Representative” means a person or persons representing a party to this Agreement who is authorized to make commitments and decisions on behalf of the party regarding the performance of this Agreement. Consultant’s Authorized Representative is the person so identified in Exhibit D. Client’s Authorized Representative is the person so identified in Exhibit D.

“Deliverables” means the Services and Work Product the Consultant is required to deliver to the Client under this Agreement.

“Project Manager” means Consultant’s representative who manages the processes and coordinates the Services with Client’s Project Manager, who is an Authorized Representative to ensure delivery of the Deliverables and completion of Milestones. Consultant’s Project Manager is the person so identified in Exhibit D.

“Statement of Work” means the Scope of Services in Appendix A that describes the Services to be provided by Consultant including the Project Phases, Consultant Responsibilities, Client Responsibilities, Deliverables and Exclusions. It also includes the invoicing schedule for each Project Phase