Letter of Engagement Proposal

This Letter of Engagement (LOE) is between Advisicon, Inc. (Advisicon) “Vendor” and Click here to enter Customer Name (Click here to enter Short Name) “Client”, and is subject to the terms and conditions of a Non-Disclosure Agreement.

Description of Services

1. LOE Descriptive Name:

Click here to enter Descriptive Name: i.e. MSP Install, Change order #3, Support Agreement, Etc.

1. Effective Date:

Effective date of this LOE is Click here to enter effective date and is valid for 30 days.

1. Customer Information:

Click here to enter Customer Name

Click here to enter Customer Address

Click here to enter Customer City State Zip

Click here to enter Customer Phone

Click here to enter Customer Contact Click here to enter Customer Email

1. Vendor Information:

Advisicon, Inc.

5411 NE 107th Ave., Ste 200

Vancouver, WA 98662

P: 360.314.6702 | F: 360.258.0616

Contact: Pam Greensky, Director of Operations

Email: [Pam.Greensky@advisicon.com](mailto:Pam.Greensky@advisicon.com)

Payment Remit to Address: 5411 NE 107th Ave, Ste 200, Vancouver, WA 98662

1. Proposed Overview and Shared Objectives:

Click here to enter <High Level Summary> For Example:  
This job covers X benefits…  
Benefits of the proposed work will assist in X…  
The end state of this project is to provide X…

Proposed Scope of Service (Scope of Work)

1. Enter Effort Title
   1. This section is all free form text
   2. Please be as specific as possible
2. Enter Effort Title
   1. Please delete what is not needed
   2. Enter sub text

Cost Summary

(Double click chart to edit in Excel 2013)



Pricing Structure

Time and Materials Invoicing:

The client will pay for services on a time & materials basis to Advisicon. This LOE is a rough estimate based on the initial understanding of the work involved to support the client’s service consulting needs.

1. For services billed at an hourly rate, the client will pay a rate of $Click here to enter hourly rate per hour.
2. Normal work hours are M-F between 8am to 5pm Choose an item. Mandated time outside established work hours and 8 hour work days will incur hourly charges of 1.5 times the established hourly rate.
3. If travel is necessary all travel cost to be paid at cost with a per diem of $50 a day.
4. If travel is over 1 hour (one way) hourly rate of $75.00 an hour shall be invoiced to the client.
5. Shipping fees where applicable will be charged at cost and will use the most economical method (time permitting).
6. Mileage rate will follow the most current IRS rate schedule.
7. If data migration is required from an on premise installation to a Microsoft Cloud on-line tenant, an additional charge of $1,000 will be billed for the purchase and installation of a third party data migration tool. The client will own the full licensing of the tool at the receipt of payment.

Microsoft Vouchers

In the event this engagement incorporates Microsoft vouchers the following information applies: There are two types of MS issued vouchers; **SATV** – Software Assurance Training Voucher or **SPDPS** - SharePoint Deployment Planning Services. Advisicon does not issue these MS vouchers. It is the responsibility of the client to assign these vouchers upon signing of this proposal.

If a SATV voucher is used, one voucher per student per day must be assigned to Advisicon with a valid student email address. Talk to your Microsoft Solution Specialist if you are unsure if you have available vouchers.

Assumptions

The assumptions related to the Services being performed include:

* Client will facilitate adequate and appropriate access to the client systems in order to facilitate support work efforts
* Advisicon will be able to deliver this solution via remote means where applicable
* Payment will be made in USD based on the terms of this LOE
* Appropriate stakeholders will be available for requirements mapping
* Advisicon is not considered internal IT technical support for the client systems. Additional IT support may be requested, but will be managed as a separate support agreement
* If applicable: For training classes, client will provide an adequate training room which will include projector, white board/flip chart, and adequate desk space and power (if required) for all students participating in the class.
  + Instructor availability varies; a minimum of 30 days is required for notice to confirm training dates. Senior level instructors are normally booked out 60 days in advance.
  + Class details must be confirmed a minimum of 2 weeks prior to the start of training so Advisicon has time to register each class with PMI.
  + The vendor has the option to request and extra hotel night to ensure instructor safety when travel is impacted by inclement weather.
* If applicable: Project Online clients will register Advisicon as the partner of record so Advisicon can provide technical support to customer through our relationship with Microsoft.
* Client servers targeted for application installation will meet the minimum Microsoft requirements or this project may be suspended at the discretion of the vendor.

Out of Scope

The following services and items are identified as out of scope for this LOE Proposal:

* Other than stated in SOW above
* Software license fees or monthly cloud service fees
* Hardware associated costs
* SharePoint/Project Server custom developed workflows
* Strategic portfolio features aligned with strategic business drivers
* Training room or computer rental fees
* Click here to enter <Out of Scope> Bullet.
* Click here to enter <Out of Scope> Bullet.
* Click here to enter <Out of Scope> Bullet.
* Click here to enter <Out of Scope> Bullet.

LOE Termination

This agreement shall be effective upon execution by both parties and shall continue in effect until terminated by either party upon giving the other party not less than thirty (30) days prior written notice of termination.

Terms & Conditions

Please review and initial each box for the terms and conditions and then sign the Letter of Engagement Acceptance Box below. This signatures means that you are authorized to enter into contractual obligations with the Vendor Advisicon Inc.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Please Initial** |  | **Term** |
| initial |  |  | 1. The Service Period of this proposal shall commence upon approval of this LOE. |
| initial |  |  | 1. As compensation for fulfillment of Advisicon’s services outlined in this LOE, and represented in a separate invoice, client shall compensate Advisicon for any all services rendered. |
| initial |  |  | 1. Payment - This engagement involves a Choose an item that is based on the Project Phases table. Invoices will be submitted in two stages:    1. Initial Kickoff Payment of $Click here to enter initial payment applied to consulting hours on future invoices.    2. Time & Materials invoices submitted bi-weekly.    3. Invoices may be sent via first class post, or electronically. |
| initial |  |  | 1. Invoices shall be considered accepted by the client as a correct reflection of services rendered unless the client notifies Advisicon of a billing dispute in writing within Choose an item days upon receipt of the invoice. Email notification fulfills agreement. |
| initial |  |  | 1. Work efforts are estimated and new requests for additional scope or work will be managed through a Joint effort change control/request process. |
| initial |  |  | 1. Client agrees to remit payment for invoiced services Choose an item with expected payment of Choose an item day(s) with a $50.00 late payment in addition to a 1.5% penalty for late payment. IN WITNESS WHEREOF, the parties hereby execute this Letter of Engagement as of the date set forth signed below. |
| initial |  |  | 1. In the event of late or non-payment Advisicon reserves the right to immediately stop work until payments are brought current. The event of non-payment will trigger all work to be put on hold and reschedule will not occur until payment is received. |
| initial |  |  | 1. The client acknowledges receipt of this Letter of Engagement and agrees to be bound within the contents of this proposal. The contents of this LOE are confidential and not to be communicated or disclosed to third parties contained outside this agreement. |
| initial |  |  | 1. Permission to publish and/or use company name and logo on Advisicon Marketing materials or any other lawful purpose without payment. This does not constitute an endorsement by you or your company but only reference to work performed by Advisicon and its contractors. |

In the event of suit over nonpayment, the prevailing party is entitled to its costs, expenses, and reasonable attorney fees’ (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which that party may be entitled .

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Washington, excluding principles of conflict of law. For all disputes relating to this Agreement, each party consents to the jurisdiction of the courts of the State of Washington and agrees that those courts have personal jurisdiction over each party. Venue for all disputes must be in Clark County, Washington.

LOE Acceptance

|  |  |
| --- | --- |
| Advisicon, Inc. | Click here to enter Customer. |
| By: | By: |
| Printed Name: Choose Author | Printed Name: |
| Title: Choose Title | Title: |
| Date: Date Signed | Date: |