

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is dated this __ day of __, __ between _____ and _____.

CLIENT _____ (the "Client")

CONSULTANT _____ (the "Consultant")

1. **Background:** Management Consulting Group (MCG) is the University of Toronto Scarborough's premier consulting group. Since our inception in 2015, MCG has worked with a variety of businesses from start-ups to large legal firms in order to create relevant short-term and long-term marketing, data, and financial strategy-based solutions.
2. **Services Provided:**
 - 2.1. Financial strategy: analyze the financial infrastructure of clients to optimize financial efficiency.
 - 2.2. IT & Data Analytics: provide insights and suggestions for coding and statistics.
 - 2.3. Marketing Strategy: provide marketing strategy solutions and identify industry trends.Note: If you have any questions about our services, email us at mcg.utsc@gmail.com.
3. **Terms of Agreement:** client agrees to hire Management Consulting Group as a contractor for a 6-week period to perform the chosen service(s) and work as stated in Section 2 of this agreement, and will require a renewal after 6 weeks.
4. **Expectations & Performance:**
 - 4.1. Time commitment: MCG members are required to commit _____ and the client will be required to commit _____, with at least one meeting every week to discuss the progress of each parties' duties as outlined in this Contract.
 - 4.2. Duties: contractor agrees to perform the following work for the client - _____

 - 4.3. The client can expect the following from the contractor: _____

 - 4.4. The client shall not expect the following from the contractor: _____

 - 4.5. Process: duties will be performed following the subsequent engagement cycle - problem definement, problem structuring, issue prioritization, development of issue

analysis and analysis plan, analysis conduct, finding synthesis and recommendation development. The engagement will conclude with a final presentation at the end of week 6 as well as a proposals package for the client with implementable actions.

5. Compensation:

- 5.1. The Consultant will charge the Client a flat fee of \$0.00 for the Services (“the Compensation”) as per the pro-bono terms of our offerings.

6. Reimbursement of Expenses:

- 6.1. The Consultant will be reimbursed from time to time for reasonable and necessary expenses incurred by the Consultant in connection with providing the Services.
- 6.2. The value of the expenses related to this Consulting project will be determined based on a consensus between the parties contracting in this agreement following negotiations between the Client, the Consultant, and any related third parties.

7. Confidentiality:

- 7.1. Confidential information (the “Confidential Information”) refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 7.2. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the consultant has obtained, except as authorized by the Clients or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 7.3. All written and oral information and material disclosed or provided by the Clients to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

8. Ownership of Intellectual Property:

- 8.1. All intellectual

9. Return of Property:

- 9.1. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

- 9.2. Upon the expiry or termination of this Agreement or request from the Consultant, the Client will return to the Consultant any property, documentation, records, or Confidential Information which is the property of the Consultant.
- 9.3. The Consultant and Client reserve the right to negotiate the retention of any property involved in the terms of this Contract regardless of its initial belonging. Mutual consensus from contracting parties on the final decision will serve as the final terms of the ownership or transfer of ownership of the concerned property.

10. Capacity / Independent Contractor

- 10.1. In providing the Services under this Agreement, it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
 - 10.1.1.1. A partnership or joint venture can arise between the two contracting parties upon mutual agreement of the signing officers of this contract.

11. Right of Substitution

- 11.1. Except as otherwise provided in this Agreement, the Consultant may, at the Consultant's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Consultant under this Agreement.
- 11.2. In the event that the Consultant hires a sub-contractor:
 - 11.2.1. The information must be divulged to the Client.
 - 11.2.2. The Consultant will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Consultant, unless otherwise agreed.
 - 11.2.3. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Consultant.
- 11.3. The Client may hire or engage any third parties to assist with the provision of Services provided the obtention of the pre-approval from the Consultant.

12. Autonomy

- 12.1. Except as otherwise provided in this Agreement, the Consultant will retain full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Consultant will work autonomously and not at the direction of the Client. However, the Consultant will be responsive to the reasonable needs and concerns of the Client.
- 12.2. The Consultant may seek advice and information from the Client at any given time without incurring any loss to its autonomy as defined in clause 12.1.

13. Equipment

- 13.1. Except as otherwise provided in this Agreement, the Client will provide at the Client's own expense, any and all equipment, software, materials and any other supplies necessary to deliver the Services in accordance with the Agreement.

14. No Exclusivity

- 14.1. The Parties acknowledge that this agreement is non-exclusive and that either Party will be free during and after the Term to engage or contract with third parties for the provision of Services.

15. Notice

- 15.1. All notices, requests, and 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 email address:

mcg.utsc@gmail.com

- 15.2. or by mail to the following address:

Management Consulting Group

1095 Military Trail, Toronto, ON, M1C 5J9

16. Indemnification

- 16.1. Except to the extent paid in settlement from any applicable insurance policies or the reconsideration of the breach resolution terms to another contract, each contracting Party agrees to indemnify at a reasonable price proportional to the damages caused and hold harmless the other Party, Signing Officers, board members, directors, agents, and employees for any material or immaterial damage caused to the other Party's property, members, employees, and goodwill. Unless one contracting Party clearly breaches any of this contract's terms or violates the Law, each Party should make a reasonable effort to not hold each other liable.

- 16.1.1. Should one Party hold the other liable under reasonable grounds as outlined in clause 16.1, the Plaintiff may request indemnification in the forms of, but not limited to, cash, material and immaterial property, prepaid assets, reduction of liabilities, and other tangible or intangible assets not outlined in this present contract, on reasonable terms through an authority granted the power to apply the rule of law including, but not limited to, mediating institutions, arbitration courts, the Court of Justice of Toronto Court of Justice of Ontario, the Superior Court of Justice, the Supreme Court of Justice.

17. Modification of Agreement

- 17.1. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidence in

writing signed by each Party or an authorized representative of each Party as assigned by each Party.

18. Breach

18.1. Any breach of contract including, but not limited to, the omission of or the enactment of the performance of the terms outlined in this contract to an unreasonable standard and/or with the lack of reasonable care, the infringement of any of the laws of Ontario or of the Criminal Code of Canada, or the performance of behavior or actions explicitly forbidden under this agreement, will result in the engagement being immediately terminated.

18.2. For the contract to retake effect, the contracting parties will have to convene and review the terms of the contract, incorporating any new amendments or additions to the agreement therein within **two weeks** of the breach, after which the contract will be deemed dissolved indefinitely.

19. Governing Law

19.1. This Agreement will be governed by and constructed in accordance with the laws of the Province of Ontario.

20. Waiver

20.1. The waiver by either Part of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS THERE OF the Parties have duly affixed their signatures under hand and seal on this ___ day of

X Client

Per: _____ (Seal)

Officer's Name: _____

Management Consulting Group (MCG)

Per: _____ (Seal)

Officer's Name: _____

Per: _____ (Seal)

Officer's Name: _____