

# Agreement for the Provision of Consulting Services and Service Activation

This Agreement for the Provision of Consulting Services ("Agreement"), effective as of \_\_\_\_\_, ("Effective Date") is made by and between \_\_\_\_\_ with offices located at \_\_\_\_\_ ("CLIENT NAME") and Global Consultant Exchange Services, LLC, a District of Columbia limited liability company, with offices located at 1010 Wisconsin Avenue NW, Suite 540, Washington, DC 20007 and 4849 Alberta Falls Way, Colorado Springs, CO 80924 ("GCES").

WHEREAS, [CLIENT NAME] wishes to retain one or more of GCES's consultants in connecting with assisting [CLIENT NAME] in the business development proposal services and business operations as described in Attachment 1 of this Agreement; and

WHEREAS, GCES agrees to provide [CLIENT NAME] with one or more of its consultants for the consideration stated herein;

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and covenants contained herein, it is hereby agreed as follows:

1. **ENGAGEMENT** — [CLIENT NAME] hereby engages GCES, and GCES agrees to provide at the request of [CLIENT NAME], appropriate consultant(s) to perform the services as set forth in the Statement of Work at Attachment 1 and incorporated herein ("Services"). Consultants shall be requested by [CLIENT NAME]'s issuance of purchase orders that incorporate this Agreement by reference. GCES shall provide consultant(s) to perform the Services in a diligent and professional manner and in no event later than any scheduled completion dates set forth in the Statement of Work or the terms of any purchase order. Time is of the essence for this Agreement and any purchase orders issued hereunder.
2. **TERM** — The term of this Agreement shall commence on the Effective Date and continue until \_\_\_\_\_, unless otherwise modified by mutual, written agreement of the Parties hereto or terminated as set forth herein.
3. **COMPENSATION & PAYMENT**
  - 3.1 As consideration for GCES' provision of consultants, and upon the submission of monthly invoices, [CLIENT NAME] shall pay GCES at the rates set forth on issued purchase order(s) or in the Statement of Work at Attachment 1. In no event, however, shall GCES' consultants perform, or receive compensation for: (a) additional services not set forth in the Statement of Work without a formal, bilateral modification to the Statement of Work encompassing such services; (b) services involving contingency payments prohibited by law or by [CLIENT NAME]'s contract with the U.S. Government; or (c) services rendered that result in billings to [CLIENT NAME] that are above the not-to-exceed (NTE) amount of \$1,000,000.00, if such NTE amount is set forth in the Statement of Work. GCES shall advise [CLIENT NAME] in writing before billable hours/dollars are expected to exceed 85% of the NTE amount.
  - 3.2 [CLIENT NAME] shall reimburse GCES for reasonable and necessary out-of-pocket travel and other miscellaneous expenses relating to this Agreement and incurred by its consultants at the direction of, and approved in advance by, [CLIENT NAME]. Such reasonable travel expenses include air/rail travel, taxis, auto rentals, meals and lodging, provided that such reimbursement will not be in excess of that allowed by Section 3.2.1 below, and provided that no reimbursement shall be made for a consultant's commuting to facilities within a fifty-mile radius of consultant's home or place of business.
    - 3.2.1 Travel must be authorized by [CLIENT NAME] prior to any anticipated reimbursable travel. Reimbursement for reasonable and actual expenses shall be made in accordance with the following rates:

- (a) Air travel – Lowest unrestricted coach fare.
- (b) Personal Automobile – Current [CLIENT NAME] Mileage Rate.
- (c) Rented Automobile – Compact Type, unless not practical.
- (d) Subsistence & Lodging – Actual and reasonable costs supported by original receipts, or per diem, whichever is less.
- (e) Miscellaneous Expense – Actual and reasonable costs and limited to those items that are directly required for performance of the Services.

Alcohol and most entertainment costs are NOT allowable expenses, will not be reimbursed by [CLIENT NAME], and shall not be included in any manner in any invoice submitted hereunder.

- 3.3 All invoices shall include a breakout and description of the Services rendered, along with the actual hours and expenses incurred, receipts (if required), and shall be submitted in a format prescribed by [CLIENT NAME] indicating the applicable purchase order number(s) issued by [CLIENT NAME]. Invoices shall be sent to [CLIENT NAME] at the following address:

[CLIENT NAME]  
 [ADDRESS]\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- 3.4 [CLIENT NAME] shall make payment within thirty (30) days after receipt of a proper invoice that complies with the requirements of this Agreement. [CLIENT NAME] may withhold any amounts in an invoice that are in dispute, are contrary to the requirements of this Section 3, or are not substantiated by proper receipts.

#### 4. **INDEPENDENT CONTRACTOR**

- 4.1 GCES' consultants shall at all times be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists a partnership, joint venture or other combined business organization between [CLIENT NAME], GCES and GCES' consultants. GCES' consultants shall hold no authority, express or implied, to commit, obligate, or make representations on behalf of [CLIENT NAME] and shall make no representation to others to the contrary. Nothing herein is intended nor shall be construed for any purpose as creating the relation of employer and employee or agent and principal between [CLIENT NAME] and GCES' consultants. Except as otherwise specified herein, GCES' consultants retain the right to direct, control or supervise the details and means by which the consulting Services are provided. GCES' consultants' shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of [CLIENT NAME] employees.
- 4.2 GCES' consultants shall be responsible for payment of all taxes arising out of the their activities in connection with this Agreement, including without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes, and any other taxes or business license fees as required. [CLIENT NAME] shall not be responsible for withholding any income or employment taxes whatsoever on behalf of GCES' consultants, and GCES further agrees to indemnify, defend and hold [CLIENT NAME] harmless from and against any claims or action arising out of or relating to [CLIENT NAME]'s failure to withhold such taxes on behalf of GCES' consultants or consultant's employees.
5. **AUDIT** — GCES shall retain all books, records, documents and other evidence pertaining to its provision of consultants and billings made under this Agreement ("the Records"). The Records shall be subject to inspection and audit by [CLIENT NAME] and the Government (if necessary) at all reasonable times and upon reasonable notice for a period of three (3) years after final payment under this Agreement. If any audit of GCES' invoiced charges demonstrates that GCES' invoiced charges exceed the correct charges, GCES shall immediately pay or refund such excess charges to [CLIENT NAME]'s account, and if such excess charges exceed the correct charges by more than five percent (5%), GCES shall also pay or reimburse [CLIENT NAME] for all reasonable costs of such audit, to include any reasonable costs (including attorneys' fees and costs) incurred by [CLIENT NAME] in collecting such excess charges from GCES.

## 6. **CONFIDENTIALITY**

- 6.1 [CLIENT NAME], GCES and its consultants may receive in confidence (“receiving party”) from each other (“disclosing party”) and will treat as confidential all technical information, business/financial information, management information, and documentation which (i) is stamped or otherwise marked as being confidential or proprietary, whether in written or electronic form, (ii) pertains in any way to such party’s (or its affiliates’) business plans or methods, or (iii) otherwise is not generally known by others, and under the circumstances of the disclosure, the disclosing party had a reasonable expectation that the receiving party would know that the information is confidential or proprietary (collectively “Proprietary Information”). Information that is disclosed orally or visually to a receiving party shall also be deemed Proprietary Information if the disclosing party identifies such information as proprietary at the time of disclosure and, within thirty (30) days after such disclosure, reduces the subject matter of the disclosure to writing and submits it to the receiving party.
- 6.2 A receiving party shall hold Proprietary Information received from the disclosing party in confidence, and shall use such information only for the purpose of and in accordance with this Agreement and shall not further disclose such information to any third party without the prior written approval of the disclosing party. The obligation to protect the confidentiality of Proprietary Information shall extend for a period of five (5) years following a party’s receipt of Proprietary Information.
- 6.3 The restrictions of this Section shall not apply to any information: (i) lawfully received from another source free of restriction and without breach of this Agreement, (ii) that is published or becomes generally available to the public without breach of this Agreement, (iii) known by the receiving party prior to the time of disclosure, (iv) independently developed by the receiving party without resort or access to the Proprietary Information; or (v) that the disclosing party has approved for further release by the receiving party.
- 6.4 Proprietary Information shall remain the property of the disclosing party and shall be returned or destroyed upon written request or upon termination or expiration of this Agreement. The receiving party may retain in the files of its legal counsel for archival purposes only, one copy of all written materials returned.

## 7. **INTELLECTUAL PROPERTY RIGHTS**

### 7.1 **Inventions**

- 7.1.1 GCES and its consultants shall promptly disclose to [CLIENT NAME] all inventions, software, development, improvements, and contrivances (hereinafter “Inventions”) in GCES’ consultants’ field of endeavor in the line of [CLIENT NAME]’s present or future business which are made or conceived or actually or constructively reduced to practice by the GCES consultant or with the GCES’ consultant’s assistance or under consultant’s direction in the course of performance during the term and any extension of the term of this Agreement, whether or not patentable and whether made by any of consultant’s employees solely or jointly with others, which relate to or are suggested by or result from any Services which GCES’ consultants may perform pursuant to this Agreement or from any information obtained by GCES’ consultants in any discussions or meetings with employees of [CLIENT NAME].
- 7.1.2 GCES and/or its consultants shall assign and do hereby assign all of their rights, title and interest in and to said Inventions to [CLIENT NAME], and shall assist [CLIENT NAME] in every way to protect, at [CLIENT NAME]’s expense, said Inventions, including but not limited to, the signing of patent applications, oaths and assignments in favor of [CLIENT NAME] relating to the said Inventions, respecting such applications in the United States and in any and all foreign countries and shall assist in any interference proceedings or litigation involving any patents that may be obtained for such Inventions.
- 7.1.3 Neither GCES nor its consultants shall make applications for patents on any such Inventions except for [CLIENT NAME]’s benefit as herein provided.

### 7.2 **Copyrights**

- 7.2.1 GCES and its consultants agree that all copyrightable materials first produced, programmed, or designed by consultant and delivered to [CLIENT NAME] as Services performed in connection with this

Agreement shall constitute “works for hire” prepared for [CLIENT NAME], and as such, [CLIENT NAME] shall be the sole owner of all rights, title, and interest in the copyright of all such materials. Without limiting the foregoing, GCES and its consultants agree to assign all copyright ownership in all works first produced, programmed, or designed by a consultant and delivered to [CLIENT NAME] in connection with this Agreement. The term “copyrightable materials” shall include computer systems and software (including firmware) in any form.

- 7.2.2 GCES and its consultants agree that, with respect to all copyrightable materials which were not first produced, programmed or designed by a consultant but were incorporated into Services performed and delivered to [CLIENT NAME] in connection with this Agreement, GCES and its consultants shall grant a royalty-free, non-exclusive, and irrevocable license to [CLIENT NAME] to use, reproduce, dispose of, translate, publish and to authorize others of [CLIENT NAME]’s choosing to do the same with respect to any and all said materials, provided this license shall be only to the extent GCES and its consultants have the right or in the future acquire the right to grant such licenses without becoming liable for any compensation to others solely because of such grant. In this regard, GCES and its consultants further agree to promptly notify [CLIENT NAME] of any such limitation of which GCES and its consultants are aware concerning said materials.
- 7.2.3 Data — All notes, drawings, designs, and technical data developed in connection with or pursuant to the terms of this Agreement shall become and/or remain the exclusive property of [CLIENT NAME], and [CLIENT NAME] shall have the exclusive right to use and disclose them for any purpose. Upon completion of the Services or earlier termination of this Agreement, GCES and its consultants agree to promptly deliver to [CLIENT NAME] all materials, including all copies thereof, that are in GCES’ consultants’ possession or under his/her control that were developed in connection with this Agreement.

## 8. **REPRESENTATIONS & WARRANTIES**

- 8.1 GCES represents and warrants that its consultants and each officer or employee thereof who renders Services hereunder:
- 8.1.1 shall, in all activities in support of [CLIENT NAME], perform the Services in accordance with the highest standards of professional skill and that, for those materials or deliverables for which, in advance of delivering such materials and deliverables, consultant and [CLIENT NAME] have defined in writing specific [CLIENT NAME]’s expectations for such materials and deliverables, GCES and its consultants shall, for a period of six (6) months from the completion date of the Services, at no charge to [CLIENT NAME], furnish such materials and services as may be necessary to correct any defects in the materials or deliverables developed under the Statement of Work at Attachment 1.
- 8.1.2 shall comply with all applicable federal, state and local laws in performing the Services to be provided hereunder;
- 8.1.3 have a legal right to remain and work in the United States and that GCES’ consultants shall indemnify, defend and hold [CLIENT NAME] harmless against any claims, penalties, fees or charges of any kind whatsoever arising out of or as a result of consultant’s failure to comply with applicable United States immigration laws; and
- 8.1.4 have given [CLIENT NAME] accurate, current and complete answers/certifications to the Conflict of Interest Certification incorporated herein at Attachment 3.
- 8.2 To the extent GCES’ consultants will provide Services to [CLIENT NAME] in support of a U.S. Government contract or procurement, GCES (including all consultants assigned to this Agreement) represents and warrants the following with respect to U.S. Government and [CLIENT NAME]’s policies and restrictions:
- 8.2.1 that its consultants have not been convicted of fraud or any other felony arising out of, or in connection with, a Department of Defense contract or procurement;

8.2.2 that neither GCES nor its consultants have now or ever been listed on the List of Parties Excluded from Federal Procurement and non-Procurement Programs maintained by the General Services Administration; and

8.2.3 that its consultants have read, understand and agree to fully comply with the following:

- (a) Procurement Integrity Act (41 U.S.C. 423 and 48 C.F.R. Subpart 3.104);
- (b) Anti-Kickback Act (41 U.S.C. 51-58 and 48 C.F.R. Subpart 3.502);
- (c) Organizational Conflict of Interest rules in 48 C.F.R. Subpart 9.5; and
- (d) Byrd Amendment (Section 319 of P.L. 101-121, OMB's Interim Final Guidance on Lobbying Restrictions (54 Fed. Reg. 52306) and 48 C.F.R. Subpart 3.8.

8.3 GCES warrants and represents that as of the Effective Date of this Agreement, its consultants are under no obligation, contract, agreement or commitment that would in any manner prevent a consultant from rendering, and [CLIENT NAME] from receiving, the full benefit of consultant's Services and any intellectual property generated in connection with this Agreement.

8.4 To the extent that GCES' consultants are required under this Agreement to perform the services of a "marketing consultant," as that term is defined in 48 C.F.R. 9.5, GCES represents that as of the Effective Date, (i) its consultants do not have any existing conflicting roles that may bias the consultant's judgment in the performance of the Services; and (ii) its consultants do not have any access to or possess any proprietary information of another company or source selection information of the U.S. Government that, by virtue of a consultant's prior work or the Services performed hereunder, would provide [CLIENT NAME] with an unfair competitive advantage (as that term is used in 48 C.F.R. 9.5) with respect to a then-current or prospective solicitation, contract or other Government procurement. GCES further agrees that it shall immediately advise [CLIENT NAME] should it become aware of any circumstances involving Sections 8.4(i) or (ii) that may arise during the term of this Agreement.

## **9. EXPORT/NATIONAL SECURITY & BACKGROUND CHECKS**

9.1 GCES' consultants shall comply with the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and the regulations issued by the Office of Foreign Assets Control, as well all other laws, regulations, and orders that control the export of commercial and dual-use items, defense articles and associated technology and technical data. GCES' consultants shall not export, directly or indirectly, any hardware, software, technology, information, or technical data disclosed under this Agreement to any individual or country for which the U.S. Government requires an export license or other governmental approval, without first obtaining such license or approval.

9.2 **[Optional]** GCES acknowledges that [CLIENT NAME] is a U.S. defense contractor, and as such, is under certain mandatory security obligations with regard to access to its facilities and technology. GCES agrees that it will not assign any of its consultants to perform services under this Agreement unless such consultant qualifies as a "U.S. person," defined as: (i) a U.S. citizen or national; (ii) an alien lawfully admitted for permanent resident (those possessing a valid Form I-550 or "green card"); an alien admitted following a 1986 amnesty statute; (iv) an asylee or refugee as defined in 8 U.S.C. 1324b(a)(3); or (v) an alien lawfully admitted for temporary agricultural employment.

9.3 GCES and its consultants shall abide by all applicable U.S. security laws and regulations and controls related to safeguarding information that is "Classified," "Secret" or "Top Secret." GCES' consultants agree that while working at [CLIENT NAME]'s facilities, consultant and its employees will comply with all applicable facility rules and procedures of which they have notice, including without limitation, any security requirements set forth in the Department of Defense Industrial Security Manual. Unless otherwise agreed in writing by [CLIENT NAME], GCES' consultants and their employees shall be granted access to [CLIENT NAME]'s facilities only during normally scheduled business hours. To the extent the Services required under this Agreement result in the consultant or its employees having access to information relating to a U.S. Government classified program, or other information regulated by the National Industrial Security Program Operating Manual, GCES' consultants shall not assign any employees to such work unless the individuals are citizens or nationals of the United States,

and in the case of a classified program, unless the individuals are properly cleared to receive access to such information.

- 9.4 In the event that an exchange of technical data is required, [CLIENT NAME] will require GCES' consultants to certify that its employees are U.S. Persons. If required, GCES' consultants shall perform the necessary due diligence to ensure that only U.S. Persons have access to such technical data and submit the Certification shown at Attachment 4.

9.5 Background Screening.

9.5.1 – Criminal Records Check. If a GCES consultant is expected to be (i) provided unescorted access to operating areas of a [CLIENT NAME] owned or leased facility for a period of thirty (30) days or more over a one year period, or (ii) granted access to [CLIENT NAME]'s internal computer network(s), a federal and state criminal records report for all addresses at which the GCES' consultant either resided or worked during the previous seven (7) years must be provided to [CLIENT NAME] prior to such consultant's access.

9.5.2 – Credit History Check. If an employee of a GCES consultant will be performing services under this Agreement that include (i) the administration of [CLIENT NAME]'s computer network; or (ii) access to proprietary [CLIENT NAME] financial data, GCES must provide [CLIENT NAME] with a credit history check from a national credit bureau prior to the commencement of services.

9.5.3 – Authorization and Consent. When either a criminal records or credit history report must be provided to [CLIENT NAME] in accordance with this Section 9.5, all authorizations and consents from the consultant must be obtained prior to [CLIENT NAME]'s receipt and use of such report to ensure full compliance with the requirements of the Fair Credit Reporting Act and other applicable laws.

9.4.4 – Exceptions to Requirements. Neither a criminal records check nor a credit history check is required if: (a) the individual to be granted access holds an active U.S. Government Security Clearance at or above the SECRET level; or (b) GCES is deemed a "Trusted Contractor" by [CLIENT NAME]'s Security Department and a certification is provided by GCES confirming that such criminal records or credit history check has been conducted.

10. INSURANCE

- 10.1 GCES agrees to procure and maintain during the term of this Agreement, at GCES' own cost and expense, liability and property damage insurance, including automobile and contractual liability, for the following minimum liability limits:

- (i) \$500,000 for injuries or death to any one person;
- (ii) \$1,000,000 for injuries or death(s) from any one accident; and
- (iii) \$500,000 for damage to property.

11. SAFETY

- 11.1 In connection with the Services to be performed hereunder, GCES shall obligate its consultants to comply with the federal Occupational Safety & Health Act ("OSHA") and all applicable OSHA regulations and standards, any applicable state and local laws, rules and regulations, and all [CLIENT NAME]'s safety policies of which GCES has notice.
- 11.2 GCES will obtain authorization from its consultants for [CLIENT NAME] to provide minor first aid to GCES' consultants, with the consent of the injured person, for injuries sustained on [CLIENT NAME]'s property. If [CLIENT NAME] believes immediate emergency care is necessary for an illness or injury to a consultant, GCES will have obtained authorization from its consultants to permit [CLIENT NAME] to call for ambulance service, and GCES agrees to pay (or to reimburse [CLIENT NAME]) for any such ambulance charge.
- 11.3 GCES shall defend, indemnify and hold [CLIENT NAME] and its respective officers, directors and employees harmless from and against all expenses, costs, damages, liabilities and losses incurred by [CLIENT NAME] in

connection with any claim, investigation, demand, action, suit or proceeding arising out of or resulting from the provision of any medical care or treatment to GCES' consultants or the calling of ambulance services for such consultant by [CLIENT NAME].

12. **LIMITATIONS ON LOBBYING ACTIVITIES**

12.1 To the extent that GCES' consultants will provide Services to [CLIENT NAME] in support of a U.S. Government contract or procurement, the following provisions shall apply:

12.1.1 GCES shall inform its consultants that lobbying activities are not contemplated as part of the Services to be rendered and constitute an unallowable cost under 48 C.F.R. 31.205-22. If any lobbying activities are authorized by, and performed on behalf of [CLIENT NAME], then the costs associated with such activities must be segregated and conspicuously identified on invoices submitted to [CLIENT NAME].

12.1.2 GCES shall obligate its consultants to comply with the provisions of Section 319 of P.L. 101-121 ("Byrd Amendment"), OMB's Interim Final Guidance on Lobbying Restrictions (54 Fed. Reg. 52306), and 48 C.F.R Subpart 3.8, as such may be revised, and shall not, except with the express written consent of [CLIENT NAME], influence or attempt to influence, by communicating to or appearing before, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with: the awarding of any Federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. GCES agrees to promptly notify [CLIENT NAME] in the event any such communications or appearances are made and to submit a full disclosure statement thereof on OMB Form SF-LLL.

13. **NO-HIRE PROVISION** – [CLIENT NAME] agrees that during the term of this Agreement and for a period of three (3) months thereafter, it will not offer to hire or hire any GCES consultant on a part-time or full-time basis. [CLIENT NAME] further agrees that it will not enter into any direct consulting agreement with any of GCES' consultants who have provided Services to [CLIENT NAME] pursuant to this Agreement within the previous six (6) months.

14. **EXCLUSIVITY**

14.1 Due to the sensitive and confidential nature of the Services to be performed by GCES' consultants on behalf of [CLIENT NAME], and consultant's access to, and knowledge of, [CLIENT NAME]'s proprietary pricing, management and technical strategies, GCES hereby agrees that it will prohibit its consultants from:

14.1.1 performing work for a [CLIENT NAME] competitor in support of any proposal effort that [CLIENT NAME] has tasked GCES' consultant(s) to provide services under this Agreement. This restriction shall remain in effect until [CLIENT NAME] is notified by the Government or a Prime Contractor (where [CLIENT NAME] is a subcontractor) that an award has been determined or the solicitation cancelled; and

14.1.2 performing work for a [CLIENT NAME] competitor in support of any program or strategic business planning and organizational development, that [CLIENT NAME] has tasked a GCES consultant to provide under this Agreement for six (6) months after the Purchase Order period of performance.

14.2 GCES will obligate its consultants not to support any prospective or actual prime contractor, subcontractor, supplier or other third party with respect to 14.1.1 and 14.1.2 above. This restriction shall not limit in any way GCES' consultant's ability to provide consulting services to any third party in connection with other procurements and programs.

14.3 Under no circumstances shall GCES' consultants share any [CLIENT NAME] confidential or proprietary information with any third party. Given the sensitive nature of specific tasking assigned to GCES' consultants, [CLIENT NAME] may require consultant's personnel to execute an Individual Non-Disclosure Agreement.

15. **PUBLICITY** – Except as required by law, GCES shall not issue any press release or make any other public statement relating to this Agreement, any Services performed under this Agreement, or any of the transactions contemplated by this Agreement without obtaining the prior written approval of [CLIENT NAME] as to the contents and the manner of presentation and publication of such press release or public statement.
16. **TERMINATION**
- 16.1 This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder on time, fails to assure timely performance, or otherwise fails to perform its material obligations; provided, however, that prior to such termination the terminating party notifies the defaulting party in writing at least ten (10) days in advance, states the reasons why the Agreement should be terminated and affords the defaulting party an opportunity to cure any alleged default during such ten (10) day notice period.
- 16.2 Either party may terminate this Agreement, upon notice and without liability, in the event the other party: (a) files a petition in bankruptcy; (b) has filed against it an involuntary petition in bankruptcy not dismissed within sixty (60) days; (c) consents to the appointment of a receiver, custodian, trustee or liquidator; or (d) dissolves, liquidates or makes a general assignment for the benefit of creditors.
- 16.3 [CLIENT NAME] may terminate this Agreement, or any Services to be performed hereunder, in whole or in part, without cause and for its own convenience, by providing GCES written notice of termination at least fifteen (15) days in advance, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. [CLIENT NAME] shall have no liability for such termination except for liability for Services rendered or expenses incurred by GCES in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.
- 16.4 Upon termination of this Agreement, GCES shall obligate its consultants to return to [CLIENT NAME] all copies of any [CLIENT NAME] data, records, or materials, of whatever nature and regardless of media. GCES shall also furnish [CLIENT NAME] with all work in progress or portions thereof. Within thirty (30) days following termination or expiration of this Agreement, GCES shall submit to [CLIENT NAME] an itemized invoice of any fees for Services or expenses incurred but not paid under this Agreement. Upon payment of accrued amounts so invoiced and accepted, [CLIENT NAME] shall thereafter have no liability or obligation to GCES for any further compensation, fees, expenses or other payments related to this Agreement.
17. **LIABILITY AND INDEMNIFICATION**
- 17.1 Neither [CLIENT NAME], nor its officers, directors, employees, affiliates, or parent companies shall be liable for any injury to the person or property of GCES or its consultants, except where such injury was directly caused by the fault or negligence of [CLIENT NAME] or its employees acting within the scope of their employment.
- 17.2 In addition to any other indemnification obligation herein, GCES shall indemnify, defend and hold [CLIENT NAME] and its officers, directors, and employees, harmless from and against all expenses, costs, damages, liabilities and losses (including without limitation reasonable attorneys fees) incurred by [CLIENT NAME] in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of resulting from GCES' consultants' performance of the Services, including but not limited to, the following:
- 17.2.1 GCES' failure to deduct and pay taxes required by law on compensation consultant pays to its officers, employees or independent contractors; and
- 17.2.2 Personal injury or death, as well as loss or damage to property, occurring to any person caused directly or indirectly by the acts, omissions or negligence of GCES' consultants or any of consultant's agents, employees, officers or independent contractors engaged in the performance of the Services under this Agreement.
- 17.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, OR BASED UPON A WARRANTY, EVEN IF



THE OTHER PARTY OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GCES' MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE THE SUM OF THE PURCHASE ORDER VALUES, LESS ANY PAYMENT MADE TO CONSULTANT HEREUNDER.

18. **AUTHORIZED REPRESENTATIVES/NOTICE** — The authorized representatives for [CLIENT NAME] during the Term of this Agreement are:

---

GCES' authorized representative is: Barrie A. Gillis

All notices required or permitted under this Agreement shall be in writing and shall be deemed duly given either when personally delivered, when sent by registered or certified mail/return receipt requested, or when sent by facsimile with confirmation of successful transmission.

19. **MISCELLANEOUS**

- 19.1 **Severability** — If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 19.2 **Governing Law** — The validity, interpretation and/or enforcement of this Agreement shall be governed by the laws of the District of Columbia, including its recognition of applicable federal law, but excluding such jurisdiction's choice of law rules.
- 19.3 **No Waiver** — Any failure or delay by either party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this Agreement shall not operate or be construed as a waiver thereof. No waiver shall be binding on either party unless it is in writing and signed by an authorized representative of the party to be bound.
- 19.4 **Survival** — The obligations in this Agreement that by their terms naturally survive the expiration or termination of this Agreement shall so survive, including without limitation Sections 5, 6, 7, 8, 13, 14, 15, 16, 17, and 19.8.
- 19.5 **Contradictory Terms** — Notwithstanding any provisions on any form supplied by [CLIENT NAME] or GCES, all purchase orders or requests for service issued pursuant to this Agreement or in connection with the Services to be provided hereunder shall be subject to and governed by the terms and conditions of this Agreement and the attachments hereto. No provision that alters, revises, or supplements the terms of this Agreement, which may appear on any purchase order, or other form provided by the parties shall have any force or effect unless such provision(s) are agreed to in writing by [CLIENT NAME] and GCES and are expressly incorporated herein.
- 19.6 **Anti-Assignment** — Neither party may assign, subcontract, or otherwise transfer its rights or obligations under this without the prior written consent of the other party, which shall not be unreasonably withheld.
- 19.7 **Integration/Modification** — This document and any exhibits or attachments hereto embody the entire Agreement of the parties with respect to the subject matter hereof and supersede and cancel all previous negotiations, agreements or commitments by the parties whether oral or written. This Agreement may not be released, canceled, abandoned, amended or modified in any manner except by an instrument in writing duly signed by each of the parties hereto.
- 19.8 **Disputes** — The parties agree that any dispute or controversy between the parties arising under or in connection with this Agreement ("Dispute") that cannot otherwise be settled through good faith negotiations shall be resolved by binding arbitration in accordance with the procedures set forth at Attachment 2 hereto; provided, however, that the parties acknowledge and agree that the foregoing shall not prevent a party hereto from seeking or obtaining injunctive, preliminary or provisional relief to enforce a party's rights or to prevent immediate or irreparable harm to a party, including but not limited to, enforcement of Attachment 2 or the rights set forth in Sections 6 and 7 of this Agreement. Where such injunctive, preliminary or provisional relief is sought, the parties agree and consent

to exclusive venue and jurisdiction in the state and federal courts of the District of Columbia, and each party waives any defense of inconvenient forum in connection with such proceedings. Each party further agrees not to bring any such action or proceeding associated with this Agreement in any other court.

This Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

**[CLIENT NAME]**

**GLOBAL CONSULTANT EXCHANGE  
SERVICES, LLC**

Name: \_\_\_\_\_

Name: Barrie A. Gillis

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: General Manager

## **ATTACHMENT 1**

### **STATEMENT OF WORK**

#### **1. INTRODUCTION**

Global Consultant Exchange Services, LLC ("GCES") will provide consultants to perform the functional tasks as detailed in Paragraph 2 of this Statement of Work ("SOW").

#### **2. TASK DESCRIPTION**

GCES will provide consultants to provide business development and business operations consulting services listed in Paragraph 3 below, when requested and authorized by [CLIENT NAME] in accordance with Paragraph 4 below.

#### **3. SERVICES TO BE PROVIDED**

Services to be provided include, but are not limited to, those of proposal managers, volume leads, graphic artists, technical editors, proposal writers and editors, business performance/requirements analysts, business development strategists, integrated master planners, integrated master schedulers, and other skillsets and abilities as required, in support of various [CLIENT NAME] program operations and new business development efforts ("GCES Resources"). A security clearance may be required.

#### **4. AUTHORIZATION OF SERVICES BY [CLIENT NAME]**

No service shall be provided except upon the specific request by the designated [CLIENT NAME] Point of Contact for the specific service from the specific GCES resource for a specific [CLIENT NAME] Task. Such authorization shall be made either through issuance or modification of a Purchase Order, or by issuance of an Authorization to Proceed, by the designated [CLIENT NAME] Point of Contact. GCES and its Resources are At Risk for any services performed which have not been explicitly authorized in accordance with this Paragraph. Unless specifically approved by [CLIENT NAME] in advance, the rate described in Attachment 1-A shall not be varied by virtue of GCES Resources having performed work in excess of forty (40) hours per week.

#### **5. PERIOD OF PERFORMANCE**

Period of performance is \_\_\_\_\_ through \_\_\_\_\_.

#### **6. COST AND PRICES**

Pricing for individual consultants provide is per Attachment 1-A, as may be revised and modified from time to time by [CLIENT NAME]. Services will be charged on an hourly, daily or other basis as actually performed. Unless specifically approved by [CLIENT NAME] in advance, the rates described in Attachment 1-A shall not be varied by virtue of GCES' consultants having performed work in excess of forty (40) hours per week. Other Direct Charges (ODCs) are limited to travel expenses and conference fees incurred at the specific direction of [CLIENT NAME]. Travel expenses shall not exceed that which is authorized by [CLIENT NAME] for its employees.

The total cost of all services to be provided during the Period of Performance of this Agreement shall not exceed One Million Dollars (\$1,000,000).

#### **7. REPORTING**

- 7.1 Activity Status Report. As requested by [CLIENT NAME], GCES shall provide on a monthly basis a written status report to [CLIENT NAME]. This report shall include: (i) a summary of consultant activity

for the reporting period by task description, and (ii) a summary of planned activity for the next reporting period.

- 7.2 Expenditure Report. As requested by [CLIENT NAME], GCES shall provide on a monthly basis a written expenditure report to [CLIENT NAME]. This report shall include: (i) a summary of labor hours expended by labor category during the reporting period and estimate to complete task activities, and (ii) a summary of labor dollar value and other direct costs expended to date and estimate to complete task activities.

**8. WORK LOCATION**

[ADDRESS] \_\_\_\_\_

[CITY, STATE] \_\_\_\_\_

**9. POINTS OF CONTACT**

For [CLIENT NAME]: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For GCES:           Barrie A. Gillis, General Manager  
                          4849 Alberta Falls Way  
                          Colorado Springs, CO 80924  
                          (703) 489-5352  
                          barrie.gillis@globalconsultantexchange.com

**ATTACHMENT 1-A**

**RATE TABLE**

**(To be provided, amended, and approved by the Client according to the requirements of the Client.)**

## **Attachment 2**

### **Dispute Resolution Procedures**

1. Either party has the right to demand arbitration of the Dispute by delivering to the other party a written notice (the "Claim Notice") demanding arbitration pursuant to this Agreement and setting forth in reasonable detail the claims asserted by such party and the facts upon which such claims are based. Within twenty-one (21) calendar days after delivery of the Claim Notice, the party receiving the Claim Notice will deliver to the party demanding arbitration a written notice (the "Defense Notice") setting forth in reasonable detail such party's defense, any counterclaims and the facts upon which such defense and counterclaims are based. In the event of a failure to deliver the Defense Notice, all claims set forth in the Claim Notice will be deemed denied and such failure will not serve to delay arbitration in accordance with the provisions of this Section.
2. Within fourteen (14) calendar days after delivery of the Claim Notice (the "Designation Period"), the parties shall mutually designate a single Arbitrator with no prior affiliation with any of the parties or its principals. If the parties are unable to designate a mutually acceptable Arbitrator, one shall be appointed by the American Arbitration Association ("AAA"). The Arbitrator will review the Dispute in accordance with the Commercial Rules of the AAA then in effect. The Arbitrator will decide all procedural and substantive issues relating to the Dispute, including without limitation those issues relating to the scheduling of, and rules and procedures applicable to, all hearings relating to the Dispute.
3. The parties agree that the Arbitrator will apply the internal laws of the District of Columbia in deciding the Dispute and that all hearings relating to the Dispute will be held in the Washington D.C. Metropolitan area or at such other place as may be mutually agreed by the parties.
4. Each party shall bear its own costs of these procedures. The parties shall share equally the cost of the Arbitrator and the total costs of any other fees or expenses associated with the arbitration proceedings. The powers of the Arbitrator shall include the power to award monetary damages, declaratory judgments, specific performance, and injunctive and other equitable relief. The Arbitrator shall not have the power to modify or amend in any respect the provisions of this Agreement or to award punitive, exemplary, consequential (including lost profits), incidental, or other special damages.
5. Except as may be necessary to enforce, modify or vacate an arbitral award, each of the parties agrees that it will treat as confidential and will not disclose for any purpose the existence, status and results of any arbitration pursuant to this Agreement, including without limitation the terms of any arbitration award, or any materials or information produced or presented by or on behalf of the other party in connection with any such arbitration.

**Attachment 3**  
**Government Conflict of Interest Certification**  
**PART I**

1. Are you now, or have you ever been, employed as: (i) an officer or employee (including as a member of the uniformed services, civilian employee or special Government employee) of the Executive Branch of the U.S. Government (including any independent agency of the United States), (ii) officer or employee of the Legislative Branch of the U.S. Government, or as a member of Congress; (iii) a Federal Reserve Bank director, officer or employee; or (iv) an officer or employee of the District of Columbia? ☐ YES ☐ NO

**If the answer to Question 1 is "Yes," please answer Questions 1(a) through 1(g); if "No," proceed to Questions 2 and 3.**

- 1(a) Have you ever had access to "contractor bid or proposal information" or "source selection information" (as such terms are defined in 48 CFR 3.104-1) in connection with a U.S. Federal agency procurement [41 U.S.C. 423/ 48 C.F.R. 3.104]? ☐ YES ☐ NO
- 1(b) Have you ever served as a procurement official and participated personally and substantially in a U.S. Federal agency procurement or contract (to include active and significant involvement in the drafting, preparing, developing, reviewing or approving of the specifications, statement of work or solicitation; evaluating bids or proposals; selecting a source; negotiating the price or other terms and conditions of the contract; reviewing and approving the award decision) valued in excess of \$100,000 that involved [CLIENT NAME] as a bidder or offeror (or predecessor companies that are now part of [CLIENT NAME]) [41 U.S.C. 423/ 48 C.F.R. 3.104]? ☐ YES ☐ NO
- 1(c) Have you ever served as a Procurement Contracting Officer, Source Selection Authority, member of a Source Selection Evaluation Board, Chief of a Financial/Technical Evaluation Team, Program Manager, Deputy Program Manager or Administrative Contracting Officer in connection with a procurement/contract valued in excess of \$10 million involving [CLIENT NAME] [41 U.S.C. 423/ 48 C.F.R. 3.104]? ☐ YES ☐ NO
- 1(d) Have you ever personally made a decision on behalf of the U.S. Government to: (i) award a contract, subcontract, modification of a contract/subcontract, or task/delivery order in excess of \$10 million to [CLIENT NAME]; (ii) establish or approve overhead rates, forward pricing rate agreements, billing rate agreements, final rate determinations or other similar indirect rate actions involving [CLIENT NAME]; (iii) approve issuance of contract payment(s) in excess of \$10 million to [CLIENT NAME]; or (iv) pay or settle a claim in excess of \$10 million with [CLIENT NAME] [41 U.S.C. 423/ 48 C.F.R. 3.104]? ☐ YES ☐ NO
- 1(e) Will your proposed work for [CLIENT NAME] require you to contact any current employees of the U.S. Government, Congress or the District of Columbia, either personally or in writing [18 U.S.C. 207]? ☐ YES ☐ NO
- 1(f) Are you currently working on any particular contract, program, project, claim, litigation or other particular matter that involves [CLIENT NAME], directly or indirectly, or have you worked on matters in the past involving [CLIENT NAME] that are still open [18 U.S.C. 208]? ☐ YES ☐ NO
- 1(g) Do other employees or organizations for whom you are responsible work on matters that involve [CLIENT NAME] directly or indirectly [18 U.S.C. 207, 208]? ☐ YES ☐ NO
2. Have you ever been employed as a director, officer or employee of a private sector company or organization acting on behalf of, or advising, a U.S. Federal agency, and in such capacity had access to "contractor bid or proposal information" or "source selection information" (as such terms are defined in 48 C.F.R. 3.104-1) in connection with a U.S./Government agency procurement that involved or is expected to involve [CLIENT NAME]? ☐ YES ☐ NO
3. Have you ever served (i) as an official of any State government, (ii) as a civilian official of a foreign government, or (iii) in the military of a country other than the U.S.? ☐ YES ☐ NO

**If the answers to Questions 1 (including all its subparts), 2 and 3 are "NO," please STOP HERE and sign and date this form at the bottom.**

**If the answer to Question 1 (or any of its subparts), 2 or 3 is "YES," please sign and date the form at the bottom and fully complete PART II of this Certification to the extent applicable. Before any further discussions regarding your employment or specific engagement may continue and before any work is commenced on behalf of [CLIENT NAME], your answers to Part II must be reviewed and approved by the [CLIENT NAME] Human Resources and/or Legal Department.**

Name: _____	Signature: _____	Date: _____
-------------	------------------	-------------



**Attachment 3**  
**Government Conflict of Interest Certification (Continued)**  
**Part II – ADDITIONAL DETAILS**

1. Date of actual or projected separation from government service: \_\_\_\_\_
2. Agency or department from which you separated or will separate: \_\_\_\_\_
3. Rank and pay grade upon separation: \_\_\_\_\_
4. Position title and dates of service: \_\_\_\_\_
5. Description of your duties while in government service:  
\_\_\_\_\_

*[Attach, sign and date a separate sheet, if necessary]*

6. Describe your involvement, time, place, circumstances, name of procurement, etc. regarding any “YES” answers to Questions 1(a) – 1(g), Question 2, or Question 3:  
\_\_\_\_\_

*[Attach, sign, and date a separate sheet, if necessary]*

Name: _____	Signature: _____	Date: _____
-------------	------------------	-------------

*(This page intentionally left blank.)*

**Attachment 4**  
**Certification for Technical Data Collaboration**

Global Consultant Exchange Services, LLC (“GCES”) represents and warrants that the following list of consultants are U.S. persons as defined under 22 CFR Parts 120-130, International Traffic in Arms Regulations (ITAR):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Technical data that is controlled by the ITAR or the EAR shall not be released to foreign persons, employees, companies or other entities, whether in or outside the U.S., unless the receiving company obtains, in advance of the transfer or export, the written consent of [CLIENT NAME] and the appropriate export license or other approval from the U.S. Government.

**GLOBAL CONSULTANT EXCHANGE SERVICES, LLC**

By: \_\_\_\_\_  
Barrie A. Gillis, General Manager

Date: \_\_\_\_\_