

CONSULTING SERVICES PROPOSAL

In response to [Customer Name/Acronym] desire to enhance its organizational and technological capacity to capture, analyze, and share metrics related to grantee performance and client success, the following proposal has been drafted as of [date] by Eric Burden, d.b.a Eric Burden, of [my address] (hereafter, the Consultant). This proposal outlines the purpose and goal of the proposed consultation agreement, descriptions of services to be provided by the Consultant, proposed fee schedule, and other terms of the agreement. Services are offered based on the expertise of the Consultant due to his relevant experience in:

- Designing, creating, and deploying data collection and aggregation platforms.
- Evaluating and procuring data collection and aggregation platforms.
- Designing and developing data models and systems process mapping for complex human systems.

Services performed in the fulfillment of this contract are based on this relevant expertise and experience, a full accounting of which is available upon request.

1. GOALS

The goals of this proposal are:

- A. To assist [client] in evaluating myriad software options for implementing a shared data collection and reporting platform and system (hereafter, the "System"),
- B. To develop relevant design, data modeling, and workflow documentation upon which a System can be built,
- C. To ensure that the chosen System meets the needs of [client] based on the capabilities and configuration of said platform,
- D. To provide technical training to relevant staff where appropriate in support of the chosen System, and
- E. To engage in the initial design, deployment, setup, creation, etc. of the System to the extent necessary to ensure a successful launch.

2. DESCRIPTION OF SERVICES

Beginning on [date to be determined], Consultant will provide the following services (collectively, the "Services"):

- Meeting with staff and stakeholders to gather systems requirements for the proposed System.
- Designing and reviewing documentation for System requirements and existing workflows.
- Evaluating and analyzing vendor proposals for the System and reporting the results of such analyses.

- Training to personnel in the areas of software development, data modeling, and systems documentation.
- Consultation on strategic decisions regarding implementation of technology and vendor selection.
- Assisting with the design, development, and deployment of *ad hoc* systems or system components.

2. PERFORMANCE OF SERVICES

The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. [client] acknowledges that Consultant will have limited availability during the hours from 8am - 5pm EST. [client] will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement, up to 10 hours per week. Up to 5 hours per week may be scheduled during the hours from 8am - 5pm so long as those hours are mutually agreed upon in advance and scheduled with sufficient prior notice for both parties. Services shall be billed at the rate of [the rate] per hour.

Itemized invoices for Services rendered, and expenses incurred if applicable, shall be submitted monthly and at a minimum will identify: (a) Consultant's name, address, phone number and tax ID number; (b) Description of Services provided; (c) Date of Service for each Service provided; (d) Number of hours or other unit of measure for each Service provided; (e) any travel expenses incurred along with original itemized travel receipts; and (f) any additional information that [client] reasonably requests to verify the invoiced fees and expenses.

4. EXPENSE REIMBURSEMENT

Consultant shall be entitled to reimbursement from [client] for the following "out-of-pocket" expenses: travel expenses and travel related meals. Travel dates and purposes shall be agreed upon in advance, in writing, by both parties.

5. SUPPORT SERVICES

[client] will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to provide requested consultation regarding strategic decisions; provide relevant access to data and data systems as is necessary for the completion of requested Services; provide sufficient notice for any relevant deadlines or deliverable dates.

6. TERM/TERMINATION.

This Agreement shall terminate upon mutual agreement by [client] and Consultant that the project has reached a satisfactory level of completion, not to exceed one year from the date on which the agreement

is adopted. Satisfactory level of completion shall be objectively determined against an accepted Design Document, approved by [client].

Notwithstanding the Term, this Agreement may be terminated: (a) at any time by mutual written agreement of the Parties; (b) by [client] at any time without cause during the Term by providing 30 business days' written notice; (c) by the Consultant at any time without cause during the Term by providing 30 business days' written notice; (d) by either Party immediately upon written notice for breach of any material covenant, representation or warranty of this Agreement by the other Party (Breaching Party) if such breach is not corrected within thirty (30) calendar days after written notice thereof is received by the Breaching Party.

Upon receipt of notice of termination from [client] or expiration of the Agreement, the Consultant shall not incur any additional expense or without the prior written approval of [client]. Should [client] terminate this Agreement, the Consultant shall be entitled to payment for Services satisfactorily performed to the date of termination or expiration.

7. RELATIONSHIP OF PARTIES.

It is understood by the parties that the Consultant is an independent contractor with respect to [client], and not an employee of [client]. [client] will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Consultant.

8. DISCLOSURE.

Consultant is required to disclose any outside activities or interests that conflict or may conflict with the best interests of [client]. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with this Agreement. [client] maintains control of all operating decisions and should reject advice that they do not agree with.

9. EMPLOYEES

Consultant's employees, if any, who perform services for [client] under this Agreement shall also be bound by the provisions of this Agreement.

10. CONFIDENTIALITY

[client] recognizes that Consultant has and will have access to information and data necessary to adequately perform the Services described in this agreement, which are valuable, special and unique assets of [client] and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or

communicate in any manner any Information to any third party without the prior consent of [client]. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

11. CONFIDENTIALITY AFTER TERMINATION

The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. RETURN OF RECORDS

Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are [client]'s property or relate to [client]'s business. No digital copies of [client] proprietary information or data will be retained by Consultant.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

- IF for [client]: [contact person information here].
- IF for Consultant: Eric Burden, [my address].

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW

This Agreement shall be governed by the laws of the States of South Carolina and Tennessee..

Party receiving services:

[client]

Party providing services:

Eric Burden

By:

By: Eric Burden

Date

Date