



## **MASTER SERVICES AGREEMENT**

THIS AGREEMENT (referred to herein as “this Agreement”) is made on the March 18, 2020 (“The Effective Date”)

BETWEEN:

- (1) INGENUITY TECHNOLOGIES LIMITED, a limited liability company incorporated under the laws of Jamaica with offices located at Suite #40, Winchester Business Centre, 15 Hope Road, Kingston 10 (referred to in this Agreement as “the Contractor”).

AND Mark Anthony of Shaw Park Heights, Ocho Rios, St. Ann, (referred to in this Agreement as “the Consultant”)

IT IS AGREED as follows:

### **1. DEFINITIONS AND INTERPRETATION**

1.1 The following terms shall have the following meanings for the purpose of this Agreement:

- 1.1.1 “Business Day” means any day (excluding Saturdays, Sundays and public holidays) on which commercial banks are open to the public for business in Jamaica.
- 1.1.2 “Confidential Information” shall include, but not necessarily be limited to, all information which is not publicly known including the business, finances, technology, trade secrets, and any other commercially sensitive information of either party regardless of its nature.
- 1.1.3 “Intellectual Property Rights” means all intellectual property rights, howsoever arising and in whatever media, whether or not registered, including (without limitation) copyright, patents, trademarks, service marks, trade names both registered and unregistered, design, know-how, geographical indications, related database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof throughout the world;
- 1.1.4 “Payments” means the amount specified in the Statement of Work;
- 1.1.5 “Services” means the range of services more specifically described in Schedule II to be rendered by the Contractor from time to time as agreed by the Parties in a Statement of Work



1.1.6 “Statement of Work” means a written document detailing the scope of Services, the timelines and other terms and conditions applicable to the provision of the Services by the Contractor from time to time throughout the duration of the Term, a form of which is set forth at Schedule I

1.1.7 “Term” means a period of two (2) years from the Effective Date.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 words importing any gender include every gender;

1.2.2 words importing the singular number include the plural number and vice versa;

1.2.3 words importing persons include firms, companies and corporations and vice versa;

1.2.4 references to numbered clauses and schedules are references to the relevant clause within, or in a schedule to this Agreement;

1.2.5 reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;

1.2.6 the headings to the clauses, schedules and paragraphs of this Agreement will not affect the interpretation;

1.2.7 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

1.2.8 any obligation on any party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;

1.2.9 any party who agrees to do something will be deemed to fulfil that obligation if that party procures that it is done.

## 2. THE CONTRACTOR’S DUTIES

2.1. The Client appoints the Contractor to carry out the Services in accordance with the terms of the Statement of Work which shall be issued from time to time throughout the Term. In consideration for the Services, the Client shall pay the Contractor in accordance with the fees outlined in the applicable Statement of Work. For clarity, the sums payable under the Statement of Work shall be payable in the manner stated therein and payment shall not be at the discretion of the Client in the event of cancellation of the Statement of Work following commissioning of the said Statement of Work.

- 2.2. Each Statement of Work shall include a description of the Services to be performed, the proposed deliverables, an estimate of the duration of the work and the price payable for performance of the Services.
- 2.3. The parties may terminate individual Statement of Work without affecting the Agreement or any other Statement of Work provided however that the termination of Staff Augmentation Consultants shall require one (1) month's notice or payment in lieu of notice. The Client may request additional services by written notice to the Contractor reasonably detailing the requested services and the Contractor shall provide such estimate of fees and/or determine its ability to fulfil the additional Statement of Work request.

### 3. PERSONNEL

- 3.1. The Contractor shall ensure that all Consultants assigned to carry out the Services:
  - 3.1.1. have the necessary skills, expertise and diligence to undertake such work and will conform to the professional standards generally observed in the industry for similar services; and
  - 3.1.2. comply with the provisions in this Agreement relating to Confidential Information and Confidentiality as set out in Clause 15 of this Agreement.
  - 3.1.3. In the case of Staff Augmentation Consultants, the Contractor shall have the sole discretion to remove or replace any such personnel and shall provide the Client with prior written notice of any such changes.
- 3.2. The Client shall make available its own staff, whether technical, functional or otherwise, for the carrying out of the Services as the Client shall in its own discretion determine is necessary.
- 3.3. The Contractor shall not delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms or otherwise permitted by the Client which consent shall be in writing.

### 4. CLIENT's OBLIGATIONS

The Client shall:

- 4.1. ensure that its employees and other independent contractors co-operate reasonably with the Contractor and its employees in carrying out the Services;
- 4.2. furnish the Contractor with such information and documents as it may reasonably request for the proper performance of its obligations under this Agreement; and

- 4.3. pay the Contractor in accordance with the terms set out at Item 3 of Schedule I and as set out herein.

## 5. PAYMENTS, CHARGES AND EXPENSES

- 5.1. In consideration of the Contractor carrying out the Services, the Client shall pay to the Contractor the Payments which shall be invoiced to the Client in the specified proportions and subject to the terms set out at Item 3 of Schedule I.
- 5.2. Payment of sums due by the Client to the Contractor shall be made within ten (10) Business Days of the receipt of an invoice from the Contractor. All payments under this Agreement shall be made in United States Dollars or Jamaican equivalent.

## 6. WARRANTIES AND CONDITIONS

The Contractor warrants that:

- 6.1. It is duly incorporated and has all authority to enter into this Agreement and perform its obligations hereunder;
- 6.2. it is entitled to enter into this Agreement and that it has the necessary expertise and authorization to carry out the Services in accordance with this Agreement;
- 6.3. the Services and duties outlined in this Agreement will be carried out in a professional manner conforming to best industry practices;
- 6.4. if the Contractor receives a written notice from the Client identifying a breach of the warranties set out in this Clause 6 or the Services outlined in Schedule II or otherwise becomes aware of its failure to comply with the warranties or carry out the Services, then the Contractor shall, at its own expense, promptly remedy such breach or failure.

## 7. UNDERTAKINGS

The Contractor shall:

- 7.1. observe and obey all directions and regulations as may from time to time be reasonably given to or imposed on the Contractor by or on behalf of the Client for the purposes of this Agreement;
- 7.2. not either during nor after the end of the engagement under this Agreement create any product all or part of which relies on any idea, style, production method, gimmick, character or other information relating to the Client, of which the Contractor became aware as a result of the engagement under this Agreement, regardless of whether such material is confidential or not;
- 7.3. hold the material obtained under or during the duration of this Agreement strictly in accordance with the provisions of Clause 15.1 and, on completion of the Services or upon

termination of this Agreement, return to the Client all materials and documentation and any Confidential Information belonging to the Client and all copies of the whole or any part thereof or, if requested by the Client, shall destroy the same and certify in writing to the Client that it has been destroyed;

- 7.4. not incur unauthorized expenditure or costs on behalf of the Client without the Client's written consent in advance;
- 7.5. obtain permission from third parties if the Contractor wishes to use material (in any medium) owned by third parties, in order to carry out the Services under this Agreement, obtain from those third parties such written assignments, releases, waivers, permissions and licences as are necessary to permit such use. The Contractor shall deliver copies of any documentation relevant to third party clearances to the Client upon request.

## **8. INTELLECTUAL AND PROPRIETARY RIGHTS**

- 8.1. Any Intellectual Property Rights created as a result of the Services carried out under this Agreement together with any related materials or documentation are and shall remain the property of the Client. To the extent necessary to give full effect to this provision, the Contractor hereby assigns to the Client all Intellectual Property Rights created by virtue of this Agreement. The Contractor shall notify the Client immediately if the Contractor becomes aware of any unauthorised use of the whole or any part of the Client's intellectual property by any person. OR
- 8.2. The Contractor retains all Intellectual Property Rights in the results of the Services including but not limited to any product developed and the parties agree to execute such separate licence documentation in respect of the Client's use thereof.
- 8.3. The Contractor acknowledges that the Client holds all moral rights in the Services, having been commissioned, and shall not claim moral rights now or or at any time in the future under all applicable Copyright Laws and shall procure similar acknowledgement from its sub-licensees assigns and successors in title. The Client may, in writing, consent (such consent not to be unreasonably withheld or delayed) to its inclusion as a named in such marketing documentation as the Contractor may require.
- 8.3 Nothing in this Clause 8 shall prevent the Contractor from exploiting any inventions, know-how or software that it develops during the term of this Agreement that are outside the scope of this agreement.

## **9. PROTECTION OF INFORMATION ASSETS**

The Contractor and the Client mutually undertake and agree not to disclose to any unauthorized person any concepts, data or information which may be classified an information asset pursuant to this Agreement. Information assets shall be identified as such in writing by the Parties.

## **10. DATA PROTECTION**

- 10.1. The Contractor warrants that it has appropriate technical and organizational measures in



place to prevent unauthorized or unlawful processing of personal and other data and accidental loss or destruction of, or damage to, such data held or processed by it and that it has taken reasonable steps to ensure the reliability of any of its staff who has access to the data processed in connection with this Agreement.

- 10.2. The Contractor undertakes that it will act only on the instructions of the Client in relation to the processing of any data in connection with this Agreement and further undertakes to allow the Client access to any relevant premises on reasonable notice to inspect the measures in place to ensure data protection
- 10.3. The Client warrants that it has obtained all consents and otherwise is authorized at law to retain and process the data provided to the Contractor and that said data is accurate. The Client undertakes to keep the data accurate and to rectify any errors promptly.

## **11. PROTECTION AGAINST MALICIOUS SOFTWARE**

The Contractor shall ensure that fully up-to-date virus protection software shall be installed upon all computer systems to which the Contractor may require access for the purpose of performing any Services. The Client agrees to pay for such installation. The Contractor shall ensure that all such virus protection software is used in accordance with the manufacturer's instructions.

## **12. SECURITY POLICY**

The Contractor warrants that all information belonging to the Client and held in electronic form shall be protected against unauthorized access and disclosure. The Contractor agrees to indemnify the Client against any losses incurred as a result of fraud, theft or the manipulation of the Client's systems as a result of unauthorized access. The Contractor also undertakes to indemnify the Client for any losses incurred due to errors in the manual inputting of data, or the manual development and amendment of software, data or any related material in accordance with this Agreement.

## **14. ACCESS CONTROL**

- 14.1. If the Contractor shall gain VPN access to any part of the Client's equipment in the course of performing its obligations under this Agreement, the following provisions of this clause shall apply additionally.
- 14.2. The Contractor will:
  - 14.2.1. only use a remote access method approved by the Client (such approval not to be unreasonably withheld or delayed);
  - 14.2.2. provide the Client with the name of each individual who will have remote access to the Client's equipment and the phone number at which the individual may be reached during dial-in;
  - 14.2.3. ensure that any computer used by its personnel to remotely access the Client's equipment will not simultaneously access the Internet or any other third party network while logged on to the Client's equipment;

- 14.3. The Contractor further warrants and agrees that its personnel will not remotely access the Client's equipment from a networked computer unless the network is protected from all third-party networks by a firewall.
- 14.4. the Client will restrict remote access by the Contractor to only the Client's test and/or training systems and nothing in this clause shall entitle the Contractor to have access to the the Client's live production copy of any software unless the Parties have expressly agreed in writing that such access is to take place and the Client has given written confirmation of the date on which such access was implemented. The Contractor shall report in writing when such access takes place detailing all activities and actions taken during such access.

## 15. CONFIDENTIALITY

- 15.1. The Parties shall treat as confidential (and shall procure that its personnel and each of them treat as confidential) and shall not (and shall procure that their personnel and each of them does not) other than in the proper provision of the services required to fulfil the obligations under this Agreement, use or disclose to any person, firm or company, any Confidential Information belonging to the other party or its clients, suppliers or customers, nor permit its use or disclosure. In particular, both Parties shall maintain any item specifically identified as "Confidential Information" by one party to the other in writing, under appropriate security conditions.
- 15.2. The provisions of Clause 10.1 shall not apply where Confidential Information is divulged to:
  - 15.2.1. either party's own employees and then only to those employees who need to know the same;
  - 15.2.2. either party's auditors, professional legal advisers, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right, duty or obligation to know the business of the other party and then only in pursuance of such right, duty or obligation.
- 15.3. Both Parties undertake to ensure that persons and bodies referred to in Clause 15.2 are made aware before the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the other party.
- 15.4. Each party to this Agreement shall promptly notify the other party if it becomes aware of any breach of confidence by any person to whom it divulges all or any part of the Confidential Information and shall give the other party all reasonable assistance in connection with any proceedings which the other party may institute against such person for breach of confidence.
- 15.5. The provisions of this clause shall survive the termination of this Agreement but the restrictions contained in Clause 15.1 shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure.

## 16. LIABILITY

- 16.1. The Contractor shall indemnify the Client and keep the Client fully and effectively indemnified on demand, for any loss, personal injury or death caused by any negligent act or omission or breach of this Agreement by the Contractor, its employees or agents in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 16.2. The Contractor will indemnify and keep the Client fully and effectively indemnified for direct damage to property caused by any negligent act or omission or breach of this Agreement by the Contractor its employees or agents in connection with the performance of their duties under this Agreement or by defects in any product supplied pursuant to this Agreement.
- 16.3. The Parties acknowledge and agree that the limitations contained in this Clause 16 are reasonable in the light of all the circumstances.
- 16.4. the Client's statutory rights as a consumer (if any) are not affected. These limitations will apply regardless of the form of action, whether under statute, in contract or tort including negligence or any other form of action. For the purposes of this clause, the 'Contractor' includes its employees, sub-contractors and suppliers. Nothing in this Agreement shall exclude or limit liability for fraudulent misrepresentation.

## 17. TERMINATION

- 17.1. This Agreement shall continue for the Term or until completion of the Services whichever occurs sooner unless either party gives to the other not less than Sixty (60) days' prior written notice of termination or unless the Agreement is terminated in accordance with any of the provisions of this Clause 17 or any other clause of this Agreement.
- 17.2. Either party shall be entitled to terminate this Agreement forthwith at any time by written notice to the other party if:
  - 17.2.1. the other party commits a breach of any of the terms of this Agreement (and if the breach is capable of remedy) fails to remedy the breach within Five (5) Business Days after receipt of notice in writing to do so; or
  - 17.2.2. the other party becomes subject to an administration order; bankruptcy proceedings are commenced for the person; a receiver or administrative receiver or similar person is appointed over, or an encumbrancer takes possession of any of the other party's property or assets; the other party enters into an arrangement or composition with its creditors, ceases or threatens to cease to carry on business, becomes insolvent, enters liquidation or ceases to be able to pay its debts as they fall due.
- 17.3. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.



## **18. AGENCY, PARTNERSHIP**

This Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

## **19. AMENDMENTS**

This Agreement may not be released, discharged, supplemented, interpreted, amended, varied or modified in any manner except by an instrument in writing signed by a duly authorised officer or representative of each of the Parties.

## **20. ANNOUNCEMENTS**

No party shall issue or make any public announcement or disclose any information regarding this Agreement unless prior written consent has been obtained from the other party.

## **21. ASSIGNMENT**

This Agreement is personal to the Parties and, neither this Agreement nor any rights, licences or obligations under it may be assigned by either Party without the prior written approval of the other Party.

## **22. ENTIRE AGREEMENT**

This Agreement supersedes all prior agreements, arrangements and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. However, the obligations of the Parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. In the event of a conflict, this Agreement shall prevail. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.

## **23. FORCE MAJEURE**

- 23.1 Notwithstanding anything else contained in this Agreement, neither party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure to perform is due to labor strikes, lockouts, war, terrorist acts, epidemics, fires, floods, natural disasters, water damage, riots, government acts or orders, interruption of transportation, inability to obtain materials upon reasonable prices or terms, or any other circumstances beyond its reasonable control (hereinafter referred to as "Force Majeure Events"). If a Force Majeure Event occurs the party so delayed or unable to perform shall promptly notify the other party in writing of the reasons for the delay (and the likely duration of the delay) or the inability to perform, and the other party may terminate the Agreement if the Force Majeure Event remains in effect more than thirty (30) Business Days, save that the Client shall pay the Contractor any sums due in respect of any work carried out by it prior to such termination.

## 24. NOTICES

- 24.1. All notices under this Agreement shall be in writing.
- 24.2. Notices shall be deemed to have been duly given:
  - 24.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
  - 24.2.2. when sent, if transmitted by fax or e-mail and a successful transmission report or return receipt is generated;
  - 24.2.3. on the fifth Business Day following mailing, if mailed by national express mail, postage prepaid;

in each case addressed to the address for the Parties contained herein or otherwise to the most recent address, e-mail address, or facsimile number notified to the other party.

## 25. SCHEDULES

The provisions of Schedules I and II shall form part of this Agreement as if set out here.

## 26. SEVERANCE

If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

## 27. SUCCESSORS AND ASSIGNEES

- 27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.
- 27.2. In this Agreement references to a party include references to a person:
  - 27.2.1. who for the time being is entitled (by assignment, novation or otherwise) to that party's rights under this Agreement (or any interest in those rights); or
  - 27.2.2. who, as administrator, liquidator or otherwise, is entitled to exercise those rights,

and in particular, those references include a person to whom those rights (or any interest in those rights) are transferred or passed as a result of a merger, division, reconstruction or other reorganization involving that party. For this purpose, references to a party's rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

## **28. WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

## **29. COUNTERPARTS**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

## **30. TIME OF THE ESSENCE**

Time shall be of the essence in this Agreement as regards any time, date or period mentioned in this Agreement or subsequently substituted as a time, date or period by agreement in writing between the Parties.

## **31. SUB-CONTRACTING**

Ingenuity Technologies reserves the right to subcontract any aspect of Your project development or service provision whenever necessary to ensure proper quality and efficient delivery. Where Ingenuity Technologies has, of its own volition engaged the services of 3rd parties or sub-contracts any aspect of the development process to another entity, the Client will not be held liable for delays on the part of such entities.

## **32. SET-OFF**

Where either party has incurred any liability to the other party, whether under this Agreement or otherwise, and whether such liability is liquidated or unliquidated, each party may set off the amount of such liability against any sum that would otherwise be due to the other party under this Agreement.

## **33. ARBITRATION**

Any dispute between the Parties to this Agreement involving the non-performance or breach of this Agreement or any of its terms, shall on the written request of either party served on the other, be submitted first to arbitration. The said arbitration shall comply with and be governed by the provisions of the Arbitration Act of Jamaica. Where the decision is taken to pursue arbitration, the Parties shall appoint one person to hear and determine the dispute and, if they are unable to agree, then each party shall appoint one person and the two persons so chosen shall select a third and impartial arbitrator and the determination or award of said arbitrator or a majority of the said arbitrators, as the case may be, shall be final, binding and conclusive upon the Parties.

## **34. LOCATION OF WORK**

The physical location from which the Contractor will work is onsite and/or offsite. The Client shall be responsible for travel, meals or other related expenses.

### 35. PROPER LAW AND JURISDICTION

This Agreement and all matters arising from it and any dispute resolutions referred to below shall be governed by and construed in accordance with Jamaican law.

### 36. REPLACING ON-SITE CONSULTANTS

Contractor will replace on-site Consultants within sixty (60) days when the need arises.

### 37. NON-SOLICITATION

The Client agrees that for the entire duration of contract with the Contractor and for one year after termination, not to directly or indirectly solicit, engage, employ, contract with or otherwise do business with any employee, former employee or any consultant or third party providing Services to or for the benefit of the the Client, without the prior written consent of the Contractor. In the event of any such solicitation, the parties agree that the Client shall be paid damages in the sum equivalent to the sum of USD\$420 per day for a period of three months. The parties agree that this sum is a genuine preestimate of the loss which may be suffered by the Contractor.

IN WITNESS, WHEREOF this Agreement has been entered into on the date specified in Schedule I.

) 

Signed by

in the presence of:



Witness

SIGNED, SEALED AND DELIVERED by  
INGENUITY TECHNOLOGIES LIMITED  
in the presence of

)

Witness

**SCHEDULE I****Statement of Work No.****SOW Effective Date: February 18, 2020**

This Statement of Work (SOW) is issued under the Consultancy Services Agreement (the "Agreement") effective \_\_\_\_\_ between Ingenuity Technologies Limited ("Contractor") and Mark Anthony Scott ("the consultant"). This Statement of Work includes the terms and conditions of the Agreement, which are hereby incorporated by this reference as though the same was set forth in its entirety and shall be effective upon full execution of the parties. In the event the terms of any SOW are inconsistent with or are in conflict with the terms of the Agreement, the terms of the Agreement shall prevail. In the event the terms of any document expressly referred to herein are inconsistent with or are in conflict with the terms of the Agreement or this SOW, the terms of the SOW and/or Agreement, as the case may be, shall prevail. All capitalized terms which are not defined herein shall have the same meanings as set forth in the Agreement.

1. **Scope of Services**
2. **Deliverables**
3. **Estimated Schedule/Term of SOW**
4. **Price and Payment Terms:**

- **Payment Terms**

This Statement of Work is expressly made a part of the Agreement and constitutes a binding agreement between the Client and the Contractor for the performance of the Services. Please indicate your acceptance by signing below.

**CONSULTANT**By: MEPrinted Name: Mark Anthony ScottTitle: Software EngineerDate: 3/23/2020**CONTRACTOR**

By: \_\_\_\_\_

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

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

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



## **SCHEDULE II**

### **SERVICES**

The Contractor is able to:

- (A) Provide business analysis, quality assurance and other relevant support to the Client as may be required. This support shall include:
  - (1) Software Design and Requirements Definition;
  - (2) Systems representation on projects assigned;
  - (3) Accounting Software
  - (4) Business Plans
  - (5) Strategic Plans
  - (6) Mentorship & Coaching
  - (7) Financial Analysis
  - (8) Ilearner – Digital Learning Management
  - (9) Iforms – Digital Data Collection and Analysis
  - (10) Customer Relationship Management Software
  - (11) Business Process Improvement
  - (12) Web Based Marketing Package
  - (13) Quality Assurance/Testing
  - (14) Project Management/Project Management Software
  - (15) Communicating with Clients to obtain information as part of requirements analysis or to communicate solutions as necessary within the scope of assigned projects.
  - (16) Documenting process flows and procedures.
  - (17) Operations Software
  - (18) Digital Transformation
  - (19) Information Technology Services
- (B) Adhere to Ingenuity Technologies processes, procedures and standards as documented in the Change Management and Project Management Policies and/or communicated via other written form.
- (C) Providing guidance/consulting services to development of personnel to facilitate the resolution/prevention of project related issues.