

Independent Contractor and Service Activation Agreement

This Independent Contractor and Service Activation Agreement (“Agreement”), made this _____ day of _____, 2014, (“Effective Date”) by and between 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”), and _____ with offices located at _____ (“Consultant”).

WHEREAS, GCES wishes to contract with Consultant to assist its clients in business development, proposal services and business operations support as described in Attachment 1 to this Agreement; and

WHEREAS, Consultant agrees to perform the services set forth in this Agreement 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** — GCES hereby engages Consultant, and Consultant agrees to render at the request of GCES, independent consulting services as set forth in the Statement of Work at Attachment 1 and incorporated herein (“Services”). Services shall be ordered by way of purchase orders issued by GCES’ clients to GCES. Consultant shall provide 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 of GCES’ clients’ purchase order.
2. **TERM** — The term of this Agreement shall commence on the Effective Date and continue for one year, 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 the Services rendered hereunder, and upon the submission of monthly invoices, GCES shall pay Consultant at the rate set forth in the Statement of Work at Attachment 1 for such Services as are actually rendered by Consultant and accepted by GCES and its clients. In no event shall Consultant perform, or receive compensation for additional services not set forth in the Statement of Work without a formal, bilateral modification to the Statement of Work encompassing such services;
 - 3.2 GCES shall reimburse Consultant for reasonable and necessary out-of-pocket travel and other miscellaneous expenses relating to this Agreement and incurred at the direction of, and approved in advance by, GCES. 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 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 GCES’ clients 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 Mileage Rate.
 - (c) Rented Automobile – Compact Type, unless not practical.
 - (d) Subsistence & Lodging – Actual and reasonable costs supported by original receipts, or per diem rate, 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 GCES, and shall not be included in any manner in any invoice submitted hereunder.

- 3.3 All invoices submitted by Consultant shall include a breakout and description of the Services rendered, along with the actual hours and expenses incurred, and receipts (if required). Invoices shall be sent to GCES at the following address:

Global Consultant Exchange Services, LLC
4849 Alberta Falls Way
Colorado Springs, CO 80924

or via email at:

barrie.gillis@globalconsultantexchange.com

- 3.4 GCES shall, after receipt of a proper invoice that complies with the requirements of this Agreement, make payment within three (3) business days following receipt of payment from its clients. GCES 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.
- 3.5 Payments made to Consultant shall not constitute or be construed as acceptance of any of the Services performed by Consultant under this Agreement. Should either GCES or its clients ultimately deem all or any portion of the Services to be unacceptable or inadequate, even after payment for such Services, Consultant shall undertake all necessary remedial action to bring the deliverables to an acceptable level at no charge to GCES or its clients.
4. **INDEPENDENT CONTRACTOR** – Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venture of GCES. While GCES' clients will determine the specific work to be done by the Consultant, the Consultant shall determine the legal means by which he/she/it accomplishes the work specified by GCES' clients or from the clients through GCES. Neither GCES nor its clients are responsible for withholding and shall not withhold FICA or taxes of any kind from any payments that are owed to the Consultant. Neither the Consultant nor its employees shall be entitled to receive any benefits which employees of GCES or its clients are entitled to receive, and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing or Social Security on account of performing services for GCES and its clients. Except as otherwise provided herein, the Consultant retains the right to direct, control or supervise the details and means by which the Services are provided.
5. **AUDIT** — Consultant shall retain all books, records, documents and other evidence pertaining to his/her/its Services rendered and billings made under this Agreement ("the Records"). The Records shall be subject to inspection and audit by GCES 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 Consultant's invoiced charges demonstrates that Consultant's invoiced charges exceed the correct charges, Consultant shall immediately pay or refund such excess charges to GCES' account, and if such excess charges exceed the correct charges by more than five percent (5%), Consultant shall also pay or reimburse GCES for all reasonable costs of such audit, to include any reasonable costs (including attorneys' fees and costs) incurred by GCES in collecting such excess charges from Consultant.
6. **CONFIDENTIALITY**
- 6.1 Consultant may receive in confidence ("receiving party") from GCES or from GCES' clients ("disclosing party") and shall 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 GCES or to GCES' clients' 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 The Consultant 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 Consultant'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 Consultant prior to the time of disclosure, (iv) independently developed by the Consultant without resort or access to the Proprietary Information; or (v) that the disclosing party has approved for further release by the Consultant.
- 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 Consultant 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 Consultant shall promptly disclose to GCES and to CGES' clients all inventions, software, development, improvements, and contrivances (hereinafter "Inventions") in Consultant's field of endeavor in the line of GCES' clients' present or future business which are made or conceived or actually or constructively reduced to practice by Consultant or with 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 the Consultant may perform pursuant to this Agreement or from any information obtained by the Consultant in any discussions or meetings with employees of the client.
- 7.1.2 Consultant shall assign and does hereby assign all Consultant's rights, title and interest in and to said Inventions to GCES' clients, and shall assist the clients in every way to protect, at clients' expense, said Inventions, including but not limited to, the signing of patent applications, oaths and assignments in favor of the clients 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 Consultants shall make no applications for patents on any such Inventions except for the clients' benefit as herein provided.

7.2 Copyrights

- 7.2.1 Consultant agrees that all copyrightable materials first produced, programmed, or designed by Consultant and delivered to GCES' clients as Services performed in connection with this Agreement shall constitute "works for hire" prepared for GCES' clients, and as such, the clients shall be the sole owners of all rights, title, and interest in the copyright of all such materials. Without limiting the foregoing, Consultant agrees to assign all copyright ownership in all works first produced, programmed, or designed by Consultant and delivered to GCES' clients in connection with this Agreement. The term "copyrightable materials" shall include computer systems and software (including firmware) in any form.
- 7.2.2 Consultant agrees that, with respect to all copyrightable materials which were not first produced, programmed or designed by Consultant but were incorporated into Services performed and delivered to GCES' clients in connection with this Agreement, Consultant shall grant a royalty-free, non-exclusive, and irrevocable license to GCES' clients to use, reproduce, dispose of, translate, publish and to authorize others of GCES' clients choosing to do the same with respect to any and all said materials, provided this license shall be only to the extent the Consultant has the right or in the future acquires the right to grant such licenses without becoming liable for any compensation to others solely because of such grant. In

this regard, Consultant further agrees to promptly notify GCES' clients of any such limitation of which Consultant is 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 GCES' clients, and GCES' clients shall have the exclusive right to use and disclose them for any purpose. Upon completion of the Services or earlier termination of this Agreement, Consultant agrees to promptly deliver to GCES' clients all materials, including all copies thereof, that are in Consultant's possession or under his/her control that were developed in connection with this Agreement.

8. **REPRESENTATIONS & WARRANTIES**

- 8.1 Consultant represents and warrants that Consultant and each officer or employee thereof who renders Services hereunder:
- 8.1.1 shall, in all activities in support of GCES and its clients, 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, GCES and the clients have defined in writing specific client expectations for such materials and deliverables, Consultant shall, for a period of six (6) months from the completion date of the Services, at no charge to GCES or its clients, 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 has a legal right to remain and work in the United States and that Consultant shall indemnify, defend and hold GCES and its clients 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 upon request of GCES or its clients, has given GCES and its clients an accurate, current and complete answers/certifications to the Conflict of Interest Certification incorporated herein at Attachment 2.
- 8.2 To the extent Consultant will provide Services to GCES' clients in support of a U.S. Government contract or procurement, Consultant (including all employees assigned to this Agreement) represents and warrants the following with respect to U.S. Government and GCES and its clients' policies and restrictions:
- 8.2.1 that it has 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 it is not 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 it has read, understands and agrees 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 Consultant warrants and represents that as of the Effective Date of this Agreement, it is under no obligation, contract, agreement or commitment that would in any manner prevent Consultant from rendering, and GCES and its clients 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 Consultant is required under this Agreement to perform the services of a “marketing consultant,” as that term is defined in 48 C.F.R. 9.5, Consultant represents that as of the Effective Date, (i) it does not have any existing conflicting roles that may bias Consultant’s judgment in the performance of the Services; and (ii) it does 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 Consultant’s prior work or the Services performed hereunder, would provide GCES’ clients 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. Consultant further agrees that it shall immediately advise GCES and its clients should Consultant 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 Consultant 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. Consultant 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]** Consultant acknowledges that some of GCES’ clients are U.S. defense contractors, and as such, are under certain mandatory security obligations with regard to access to their facilities and technology. Consultant agrees that it will not assign any employee to perform services under this Agreement unless such employee 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 Consultant shall abide by all applicable U.S. security laws and regulations and controls related to safeguarding information that is “Classified,” “Secret” or “Top Secret.” Consultant agrees that while working at GCES’ clients’ 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 GCES’ clients, Consultant and its employees shall be granted access to GCES’ clients’ facilities only during normally scheduled business hours. To the extent the Services required under this Agreement result in 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, Consultant 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 **Background Screening.** At the option of GCES’ clients, Consultant shall comply with the following GCES’ clients’ background screening requirements

9.4.1 – **Criminal Records Check.** If an employee of Consultant is expected to be (i) provided unescorted access to operating areas of GCES’ clients owned or leased facilities for a period of thirty (30) days or more over a one year period, or (ii) granted access to GCES’ clients internal computer network(s), a federal and state criminal records report for all addresses at which the Consultant employee either resided or worked during the previous seven (7) years must be provided to GCES’ clients prior to such employee’s access.

9.4.2 – **Credit History Check.** If an employee of Consultant will be performing services under this Agreement that include (i) the administration of GCES’ clients’ computer network; or (ii) access to proprietary GCES’ clients’ financial data, Consultant must provide GCES’ client with a credit history check from a national credit bureau prior to the commencement of services.

9.4.3 – **Authorization and Consent.** When either a criminal records or credit history report must be provided to GCES’ clients in accordance with this Section 9.4, all authorizations and consents from the employee must be

obtained prior to GCES' clients' 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; (b) Consultant is deemed a "Trusted Contractor" by GCES' clients' Security Department and a certification is provided by Consultant confirming that such criminal records or credit history check has been conducted; or (c) Consultant has bonded the employee to be granted access.

10. **SAFETY**

- 10.1 In connection with the Services to be performed hereunder, Consultant agrees 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 GCES' clients' safety policies of which Consultant has notice.
- 10.2 Consultant authorizes GCES' clients to provide minor first aid to Consultant's employees, with the consent of the injured person, for injuries sustained on GCES' clients' property. If GCES' clients believes immediate emergency care is necessary for an illness or injury to Consultant's employees, Consultant authorizes GCES' clients to call for ambulance service, and Consultant agrees to pay (or to reimburse GCES' clients) for any such ambulance charge.
- 10.3 Consultant shall defend, indemnify and hold GCES and its clients and their respective officers, directors and employees harmless from and against all expenses, costs, damages, liabilities and losses incurred by GCES' clients 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 Consultant's employees or the calling of ambulance services for such employees by GCES' clients.

11. **LIMITATIONS ON LOBBYING ACTIVITIES**

- 11.1 To the extent Consultant will provide Services to GCES' clients in support of a U.S. Government contract or procurement, the following provisions shall apply:
 - 11.1.1 Consultant understands and agrees that lobbying activities are not contemplated by this Agreement 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 GCES' clients, then the costs associated with such activities must be segregated and conspicuously identified on invoices submitted to GCES and its clients.
 - 11.1.2 Consultant shall 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 GCES and its clients, 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. Consultant agrees to promptly notify GCES and its clients in the event any such communications or appearances are made and to submit a full disclosure statement thereof on OMB Form SF-LLL.

- 12. **NON-SOLICITATION** – Consultant agrees that for the term of this Agreement and for a period of six (6) months thereafter, the Consultant will not, either directly or through others, hire or solicit for hire, encourage or attempt to solicit any employee or independent contractor of either GCES or its clients to terminate their relationship with GCES or its clients or to become an employee of independent contractor for the Consultant.

13. **NON-COMPETE**

- 13.1 Consultant agrees that during the term of this Agreement and for a period of three (3) months thereafter, the Consultant will not accept full-time or part-time employment with GCES' clients for which Consultant is

providing Services. Consultant further agrees that, as a condition of his/her/its consultancy with GCES' clients, Consultant will not enter into a consulting agreement directly with GCES' clients during the term of this Agreement and for a period of three (3) months thereafter.

- 13.2 Due to the sensitive and confidential nature of the Services to be performed by Consultant on behalf of GCES' clients, and Consultant's access to, and knowledge of, GCES' clients' proprietary pricing, management and technical strategies, Consultant hereby agrees that:

13.2.1 Consultant and its employees, agents, representatives and subcontractors will not perform work for GCES' client's competitors in support of any proposal effort that GCES' clients have tasked Consultant(s) to provide services under this Agreement. This restriction shall remain in effect until GCES' clients are notified by the Government or a Prime Contractor (where GCES' clients are subcontractors) that an award has been determined or the solicitation cancelled.

13.2.2 Consultant and its employees, agents, representatives and subcontractors will not perform work for a competitor of GCES' clients in support of any program or strategic business planning and organizational development, that GCES' clients have tasked Consultant(s) to provide under this Agreement for 6 months after the Purchase Order period of performance. On a case-by-case basis GCES, GCES' clients, and Consultant may negotiate this timeframe.

- 13.3 Consultant will not support any prospective or actual prime contractor, subcontractor, supplier or other third party with respect to 13.2.1 and 13.2.2 above. This restriction shall not limit in any way Consultant's ability to provide consulting services to any third party in connection with other procurements and programs.

- 13.4 Consultant is referred to and reminded of its obligations under the confidentiality and/or non-disclosure agreements associated with this Agreement. Under no circumstances shall consultant share any GCES' clients' confidential or proprietary information with any third party. Given the sensitive nature of specific tasking assigned to Consultant, GCES' clients may require Consultant's personnel to execute an Individual Non-Disclosure Agreement.

14. **PUBLICITY**

Except as required by law, Consultant 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 GCES and its clients as to the contents and the manner of presentation and publication of such press release or public statement.

15. **TERMINATION**

- 15.1 This Agreement may be terminated by GCES in the event the Consultant 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 GCES notifies the Consultant in writing at least ten (10) days in advance, states the reasons why the Agreement should be terminated and affords the Consultant an opportunity to cure any alleged default during such ten (10) day notice period.
- 15.2 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.
- 15.3 GCES 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 Consultant written notice of termination at least seven (7) days in advance, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. GCES shall have no liability for such termination except for liability for Services rendered or expenses incurred by Consultant in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.

- 15.4 Upon termination of this Agreement, Consultant shall return to GCES' clients all copies of any client data, records, or materials, of whatever nature and regardless of media. Consultant shall also furnish clients with all work in progress or portions thereof. Within thirty (30) days following termination or expiration of this Agreement, Consultant shall submit to GCES 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, GCES shall thereafter have no liability or obligation to Consultant for any further compensation, fees, expenses or other payments related to this Agreement.

16. **LIABILITY AND INDEMNIFICATION**

- 16.1 Neither GCES, nor its officers, directors, employees, affiliates, or parent companies shall be liable for any injury to the person or property of Consultant or its employees, except where such injury was directly caused by the fault or negligence of GCES or its employees acting within the scope of their employment.
- 16.2 In addition to any other indemnification obligation herein, Consultant shall indemnify, defend and hold GCES 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 GCES in connection with any claim, investigation, demand, action, suit or proceeding (whether civil, criminal, administrative or investigative) arising out of resulting from Consultant's performance of the Services, including but not limited to, the following:
- 16.2.1 Consultant's failure to deduct and pay taxes required by law on compensation Consultant pays to its officers, employees or independent contractors; and
- 16.2.2 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 Consultant or any of Consultant's agents, employees, officers or independent contractors engaged in the performance of the Services under this Agreement.
- 16.3 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.

17. **AUTHORIZED REPRESENTATIVES/NOTICE** — The authorized representative for GCES during the Term of this Agreement is:

Barrie A. Gillis

Consultant's authorized representative is: _____

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.

18. **MISCELLANEOUS**

- 18.1 **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.
- 18.2 **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.
- 18.3 **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.

- 18.4 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, 12, 13, 14, 15, and 16.
- 18.5 Contradictory Terms — Notwithstanding any provisions on any form supplied by GCES or Consultant, 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 GCES and Consultant and are expressly incorporated herein.
- 18.6 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.
- 18.7 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.

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

**GLOBAL CONSULTANT EXCHANGE
SERVICES, LLC**

CONSULTANT

Name: Barrie A. Gillis

Name: _____

Signature: _____

Signature: _____

Title: Partner and General Manager

Title: _____

ATTACHMENT 1

STATEMENT OF WORK

1. INTRODUCTION

This Statement of Work ("SOW") as detailed in Paragraph 2 describes the services to be provided by GCES' consultants to [CLIENT NAME].

2. TASK DESCRIPTION

Consultant will provide in person, and make available others 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 consultant 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 consultants are At Risk for any services performed that have not been explicitly authorized in accordance with this Paragraph.

5. COST AND PRICES

Consultant shall be paid \$ _____ per hour for rendered Services unless another hourly rate is negotiated by the Consultant and a GCES Client and is indicated in a purchase order issued by the GCES client. Services will be charged on an hourly, basis as actually performed. Unless specifically approved by GCES in advance, this rate shall not be varied by virtue of Consultant 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.

6. REPORTING

- 6.1 Activity Status Report. As requested by GCES, Consultant shall provide on a monthly basis a written status report to GCES. This report shall include summary of consultant activity for the reporting period by task description and summary of planned activity for the next reporting period.
- 6.2 Expenditure Report. As requested by GCES, Consultant shall provide on a monthly basis a written expenditure report to GCES. This report shall include:
Summary of labor hours expended by labor category during the reporting period and estimate to complete task activities. Summary of labor dollar value and other direct costs expended to date and estimate to complete task activities.

7. WORK LOCATION

As specified in Client purchase order.

8. POINTS OF CONTACT

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

For Consultant: _____

Attachment 2 - 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 2 - Government Conflict of Interest Certification (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: _____
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