CPF PROFESSIONAL SERVICES AGREEMENT

PARTIES

This Professional Services Agreement ("Agreement") is entered into as of the ___ day of _____, 20___ ("Effective Date"), by and between:

[**SERVICE PROVIDER NAME**] ("Service Provider" or "Consultant")
[If Individual: Individual certified CPF professional]
[If Firm: Consulting firm / Authorized Service Provider status if applicable]
Address: [Address]
Email: [Email]
Phone: [Phone]
Certification: [CPF Assessor / Practitioner / Auditor / ASP]

AND

[**CLIENT ORGANIZATION NAME**] ("Client" or "Organization")
A [jurisdiction] [entity type]
Registration Number: [Number]
Principal Office: [Address]
Primary Contact: [Name, Title]
Email: [Email]
Phone: [Phone]

Collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, Service Provider is a certified CPF professional [or CPF Authorized Service Provider] with expertise in psychological vulnerability assessment and management within cybersecurity contexts;

WHEREAS, Client desires to engage Service Provider to provide CPF-related professional services;

WHEREAS, Service Provider agrees to provide such services in accordance with CPF methodology and ethical standards;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1   DEFINITIONS

1.1 "Services" means the CPF professional services to be provided by Service Provider as described in Schedule A (Statement of Work).

1.2 "CPF Methodology" means the Cybersecurity Psychology Framework methodology, standards, and best practices as maintained by CPF3.

1.3 "Assessment Data" means all data collected, generated, or processed during CPF assessments, including vulnerability scores, indicators, and related information.

1.4 "Deliverables" means all reports, documentation, tools, and materials to be provided by Service Provider as specified in Schedule A.

1.5 "Confidential Information" means all non-public information disclosed by one Party to the other, including but not limited to Assessment Data, business information, technical data, and proprietary processes.

1.6 "CPF Code of Ethics" means the professional conduct standards for certified CPF professionals.

2   SCOPE OF SERVICES

2.1 Services to be Provided. Service Provider shall provide the following CPF services (check all applicable):

☐ **CPF Assessment Services:**

- Systematic assessment of psychological vulnerabilities across 100 CPF indicators
- Data collection through interviews, observations, document review, and surveys
- Application of ternary scoring methodology (Green/Yellow/Red)
- Calculation of CPF Score and Category Scores
- Identification of convergent vulnerability states
- Privacy-preserving data handling and reporting

☐ **CPF Implementation Services:**

- Design and implementation of CPF-based interventions
- Integration of CPF with existing security programs (ISO 27001, NIST CSF)
- Development of privacy-preserving continuous monitoring systems
- Risk treatment planning and execution
- CPF policy and procedure development
- Management system implementation support

☐ **CPF Training Services:**

- CPF awareness training for personnel
- Specialized training for security teams
- CPF Coordinator training and support

    – Executive briefings on psychological vulnerabilities

☐ **CPF Audit Preparation:**

    – Readiness assessment for CPF certification

    – Gap analysis against CPF-27001 requirements

    – Documentation review and improvement

    – Mock audits and remediation support

☐ **Other CPF Services:**

    _____

    _____

2.2 Detailed Statement of Work. The detailed scope, deliverables, timeline, and success criteria are specified in Schedule A (Statement of Work), which is incorporated by reference and forms part of this Agreement.

2.3 Service Provider Responsibilities. Service Provider shall:

a) Perform Services in professional manner consistent with industry standards

b) Apply CPF methodology accurately and consistently

c) Adhere to CPF Code of Ethics at all times

d) Implement privacy-preserving methodologies (minimum aggregation units, differential privacy where applicable)

e) Provide qualified personnel with appropriate CPF certifications

f) Maintain current CPF certification(s) throughout engagement

g) Deliver Services on schedule per Schedule A

h) Communicate progress and issues promptly

i) Maintain professional liability insurance

2.4 Client Responsibilities. Client shall:

a) Provide timely access to facilities, systems, personnel, and documentation necessary for Services

b) Designate primary contact person with decision-making authority

c) Provide accurate and complete information requested by Service Provider

d) Review and provide feedback on Deliverables within specified timeframes

e) Make personnel available for interviews, surveys, and data collection as needed

f) Ensure cooperation of all relevant departments and personnel

g) Provide secure workspace and necessary equipment (if on-site services)

h) Pay fees per agreed schedule

2.5 Out of Scope. The following are explicitly out of scope unless specifically added by written amendment:

- Services unrelated to CPF methodology

- Clinical psychological assessments or therapeutic interventions

- Individual profiling or performance evaluations

- Services requiring certifications not held by Service Provider

- [Additional exclusions as appropriate]

3   TERM AND TERMINATION

3.1 Term. This Agreement commences on the Effective Date and continues until:

☐ Completion of Services as specified in Schedule A (estimated: _____)

☐ Fixed term ending on: _____

☐ Terminated by either Party per Section 3.3

3.2 Extensions. The term may be extended by mutual written agreement, including updated Statement of Work and fees.

3.3 Termination Rights.

Termination for Convenience:

- Either Party may terminate without cause upon thirty (30) days written notice

- Client shall pay for Services performed through termination date plus reasonable wind-down costs

- Service Provider shall deliver all completed Deliverables and work-in-progress

Termination for Cause: Either Party may terminate immediately upon written notice if other Party:

- Materially breaches this Agreement and fails to cure within fifteen (15) days of written notice

- Becomes insolvent or subject to bankruptcy proceedings

- Engages in fraud, gross negligence, or willful misconduct

Termination for Loss of Certification:

- This Agreement automatically terminates if Service Provider's CPF certification is suspended or revoked

- Service Provider must immediately notify Client of any certification status changes

- Client entitled to refund of prepaid fees for Services not yet provided

3.4 Effect of Termination. Upon termination:

a) Service Provider shall immediately cease Services (except as needed for orderly wind-down)

b) Service Provider shall deliver all completed Deliverables and work-in-progress within five (5) business days

c) Client shall pay all undisputed amounts due for Services performed through termination date

d) Service Provider shall return or destroy all Client Confidential Information per Client's written instruction

e) Sections 4 (Fees), 6 (Confidentiality), 7 (Data Protection), 8 (Intellectual Property), 10 (Limitation of Liability), 11 (Indemnification), and 12 (General Provisions) survive termination

4   FEES AND PAYMENT

4.1 Fee Structure. Client shall pay Service Provider as follows (check applicable):

☐ **Fixed Fee:** $_____ for all Services described in Schedule A

  – Payment schedule: _____

☐ **Time and Materials:**

  – Hourly rate(s): $_____/hour for [role/person]
  – Estimated total hours: _____
  – Not-to-exceed amount: $_____ (if applicable)
  – Billing frequency: ☐ Weekly ☐ Bi-weekly ☐ Monthly

☐ **Milestone-Based:**

  – Payments tied to completion of milestones as specified in Schedule A
  – Payment due within _____ days of milestone completion and acceptance

☐ **Retainer:**

  – Monthly retainer: $_____
  – Includes up to _____ hours per month
  – Additional hours at $_____/hour

4.2 Expenses. Client shall reimburse Service Provider for reasonable pre-approved expenses including:

- Travel (airfare, ground transportation, parking)

- Accommodation and meals per diem (if applicable)

- Materials and supplies directly related to Services

- Third-party services or tools required for project (if pre-approved)

Expense reimbursement requires:

- Prior written approval for expenses exceeding $_____ individually or $_____ in aggregate

- Submission of receipts and expense report

- Payment within thirty (30) days of submission

4.3 Invoicing and Payment Terms.

a) Service Provider shall submit invoices per agreed schedule

b) Invoices shall include:

    - Detailed description of Services performed
    - Hours worked (if time and materials)
    - Expenses with supporting receipts
    - Payment due date
    - Payment instructions

c) Payment due within thirty (30) days of invoice date unless otherwise specified

d) Late payments subject to interest at 1.5% per month or maximum legal rate, whichever is less

e) Client may withhold payment for disputed amounts upon providing written explanation; undisputed amounts remain due

f) Services may be suspended for invoices unpaid sixty (60) days past due

4.4 Fee Adjustments. Fees may be adjusted by mutual written agreement for:

- Scope changes or additions

- Extended timelines due to Client delays

- Additional work requested by Client

- Unforeseen complexities requiring additional effort

All fee adjustments require written change order signed by both Parties before work proceeds.

5   DELIVERABLES AND ACCEPTANCE

5.1 Deliverables.   Service Provider shall provide the following Deliverables as detailed in Schedule A:

- Assessment reports and findings

- CPF Scores and vulnerability analysis

- Risk treatment recommendations

- Implementation plans and documentation

- Training materials

- Other specified deliverables

5.2 Delivery Format and Method.

- Format: ☐ Electronic (PDF) ☐ Printed ☐ Both ☐ Other: _____

- Delivery method: ☐ Email ☐ Secure portal ☐ Physical delivery ☐ Other: _____

- Number of copies (if printed): _____

5.3 Acceptance Process.

a) Service Provider delivers Deliverable to Client with delivery notice

b) Client has fifteen (15) business days to review and either:
   - Accept Deliverable in writing, or
   - Reject Deliverable with specific written explanation of deficiencies

c) If rejected, Service Provider has ten (10) business days to correct deficiencies and re-deliver

d) If no response within fifteen (15) days, Deliverable deemed accepted

e) Acceptance may not be unreasonably withheld

f) Acceptance triggers any milestone payment due for that Deliverable

5.4 Deliverable Standards. All Deliverables shall:

- Comply with CPF methodology and standards

- Be professional quality suitable for intended purpose

- Include proper privacy protections (no individual identifiers, minimum aggregation units maintained)

- Be complete and accurate based on information provided by Client

- Meet specifications in Schedule A

6   CONFIDENTIALITY

6.1 Confidential Information. Each Party acknowledges it may receive Confidential Information from the other Party.

Service Provider's Confidential Information includes:

- Assessment methodologies and proprietary tools

- Pricing and business information

- Technical processes and know-how

Client's Confidential Information includes:

- Assessment Data and CPF Scores

- Internal policies, procedures, and documentation

- Business operations and strategies

- Security vulnerabilities and incidents

- Personnel information

- Financial information

6.2 Obligations. Each Party shall:

a) Maintain Confidential Information in strict confidence

b) Use Confidential Information only for purposes authorized under this Agreement

c) Protect using at least same degree of care as for own confidential information (minimum: reasonable care)

d) Limit access to personnel with need to know

e) Not disclose to third parties without prior written consent

f) Ensure personnel are bound by confidentiality obligations

6.3 Exceptions. Obligations do not apply to information that:

- Was publicly available at time of disclosure or becomes public through no breach

- Was rightfully possessed prior to disclosure

- Is independently developed without use of Confidential Information

- Must be disclosed by law (with prompt notice to enable protective measures)

6.4 Special Protection for Assessment Data. Service Provider shall:

- Never use Assessment Data for individual profiling or performance evaluation

- Maintain minimum aggregation units (10 individuals) in all reporting

- Implement time-delayed reporting (minimum 72 hours) for real-time monitoring

- Store Assessment Data encrypted at rest and in transit

- Limit access to Assessment Data to personnel directly involved in Services

- Return or destroy Assessment Data per Client instruction upon project completion

- Never use Client's Assessment Data for benchmarking, research, or marketing without explicit written consent

6.5 Duration. Confidentiality obligations survive for five (5) years after termination, except for trade secrets which are protected indefinitely.

7   DATA PROTECTION AND PRIVACY

7.1 Applicable Laws. Both Parties shall comply with all applicable data protection and privacy laws, including but not limited to:

- General Data Protection Regulation (GDPR) - EU

- California Consumer Privacy Act (CCPA) - California, USA

- [Additional applicable laws based on jurisdiction]

7.2 Data Processing Roles.

- Client is the Data Controller for personnel data collected during assessments

- Service Provider is the Data Processor acting on Client's behalf and instructions

- Service Provider processes personal data only as necessary to perform Services

- Service Provider shall not process personal data for own purposes

7.3 Service Provider Data Protection Obligations. Service Provider shall:

a) Process personal data only per Client's documented instructions

b) Implement appropriate technical and organizational measures to protect personal data:
   - Encryption of data at rest and in transit
   - Access controls and authentication
   - Audit logging
   - Regular security assessments
   - Personnel training on data protection

c) Ensure all personnel are bound by confidentiality

d) Assist Client in responding to data subject requests (access, correction, deletion, etc.)

e) Notify Client within twenty-four (24) hours of any data breach

f) Assist Client in breach notification and mitigation

g) Delete or return all personal data upon project completion (per Client instruction)

h) Make available information necessary to demonstrate compliance

i) Allow for and contribute to audits by Client or appointed auditor

7.4 Subprocessors. Service Provider may not engage subprocessors without:

- Prior written approval from Client for specific subprocessor

- Ensuring subprocessor bound by same data protection obligations

- Remaining fully liable for subprocessor's acts and omissions

7.5 Data Transfers. If personal data will be transferred internationally:

- Service Provider shall implement appropriate safeguards (Standard Contractual Clauses, adequacy decisions, etc.)

- Service Provider shall notify Client of transfer mechanisms used

- Service Provider shall comply with data localization requirements if applicable

7.6 Data Subject Rights. Service Provider shall assist Client in fulfilling data subject rights:

- Right of access

- Right to rectification

- Right to erasure ("right to be forgotten")

- Right to restrict processing

- Right to data portability

- Right to object

Response time: Within ten (10) business days of Client request.

8 INTELLECTUAL PROPERTY

8.1 Pre-Existing IP. Each Party retains all rights to its pre-existing intellectual property, including:

Service Provider retains:

- CPF methodology and assessment tools (licensed from CPF3)

- Proprietary processes and methodologies

- Templates and standard deliverable formats

- General knowledge and expertise

Client retains:

- Existing policies, procedures, and documentation

- Business processes and systems

- Organizational data and information

8.2 Work Product Ownership. All Deliverables and work product created specifically for Client under this Agreement shall be owned by Client, including:

- Assessment reports and findings specific to Client

- CPF Scores and vulnerability analysis for Client

- Client-specific implementation plans and documentation

- Customized training materials developed for Client

- Recommendations and roadmaps for Client

8.3 License to Service Provider. Client grants Service Provider limited license to use Client Confidential Information and work product solely to perform Services under this Agreement.

8.4 License to Client. Service Provider grants Client:

- Non-exclusive, perpetual, royalty-free license to use Deliverables for internal business purposes

- Right to modify Deliverables for internal use

- No right to sublicense, distribute externally, or create derivative works for commercial purposes

8.5 Use of Anonymized Data. Service Provider may:

- Use anonymized, aggregated data from multiple clients for benchmarking and research

- Only if data is fully de-identified and cannot be traced to Client

- Only with Client's prior written consent

- Never disclose Client identity in connection with such data

8.6 Third-Party IP. If Services require use of third-party IP (software, tools, etc.):

- Service Provider shall obtain necessary licenses

- Client responsible for costs of licenses required for ongoing use

- Service Provider warrants proper authorization to use third-party IP in Services

9   REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants that:

- Is duly organized and validly existing

- Has full authority to enter into and perform this Agreement

- Execution does not violate any other agreement or obligation

- Will comply with all applicable laws and regulations

9.2 Service Provider Representations and Warranties. Service Provider represents and warrants that:

a) Holds current, valid CPF certification(s) in good standing:
   - Certification type(s): _____
   - Certificate number(s): _____
   - Expiration date(s): _____

b) Will maintain certification throughout engagement

c) Services will be performed in professional manner consistent with industry standards

d) Services will comply with CPF methodology and Code of Ethics

e) Has necessary skills, knowledge, and experience to perform Services

f) Will use qualified personnel with appropriate certifications

g) Maintains professional liability insurance with minimum coverage of $_____

h) Has no conflicts of interest that would impair objectivity

i) Will implement privacy-preserving methodologies per CPF standards

j) Deliverables will be original work or properly licensed

k) Will not make false or misleading statements

9.3 Client Representations and Warranties. Client represents and warrants that:

- Will provide accurate and complete information

- Has authority to disclose information to Service Provider

- Will cooperate in good faith to enable Services

- Information provided does not violate third-party rights

- Will pay fees as agreed

9.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 9, SERVICE PRO-VIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRAN-TIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SERVICE PROVIDER DOES NOT WARRANT:

- That Services will eliminate all security vulnerabilities or prevent all incidents

- Specific security outcomes or incident reduction percentages

- Compliance with any specific regulatory requirements (beyond CPF methodology)

- That recommendations will be implemented successfully

- Certification outcomes if Client pursues CPF organizational certification

10   LIMITATION OF LIABILITY

10.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIA-BLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING:

- Lost profits or revenue

- Lost business opportunities

- Loss of data

- Cost of substitute services

- Reputational harm

- Business interruption

EVEN IF ADVISED OF POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER).

10.2 CAP ON LIABILITY. EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO SERVICE PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10.3 Exceptions. The limitations in Sections 10.1 and 10.2 do not apply to:

- Breaches of confidentiality obligations (Section 6)

- Data protection violations (Section 7)

- Fraud, willful misconduct, or gross negligence

- Indemnification obligations (Section 11)

- Personal injury or property damage caused by negligence

- Violations not permitted to be limited under applicable law

10.4 Basis of Bargain. The Parties acknowledge that the limitations in this Section 10 are fundamental elements of the bargain and that Service Provider would not provide Services without such limitations.

11   INDEMNIFICATION

11.1 Indemnification by Service Provider. Service Provider shall indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

a) Service Provider's negligence or willful misconduct

b) Service Provider's breach of this Agreement

c) Service Provider's violation of applicable laws

d) Infringement of third-party intellectual property rights by Deliverables (except to extent based on Client specifications or materials)

e) Service Provider's violation of CPF Code of Ethics

f) Privacy or data protection violations by Service Provider

g) Unauthorized use or disclosure of Client Confidential Information

11.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Service Provider, its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from:

a) Client's breach of this Agreement

b) Client's violation of applicable laws

c) Inaccurate or misleading information provided by Client

d) Client's use of Deliverables beyond scope authorized in this Agreement

e) Client's implementation of recommendations (Service Provider not responsible for implementation decisions or outcomes)

f) Third-party claims that Client lacked authority to provide information or materials to Service Provider

11.3 Indemnification Process. The Indemnitee shall:

a) Promptly notify Indemnitor in writing of claim

b) Provide reasonable cooperation in defense

c) Allow Indemnitor to control defense and settlement (with Indemnitee's consent, not unreasonably withheld)

d) Not admit liability or settle without Indemnitor's prior written consent

Indemnitor's obligations are conditioned on Indemnitee's compliance with this process.

11.4 Insurance Verification. Upon request, Service Provider shall provide Client with certificate of insurance evidencing professional liability coverage.

12   GENERAL PROVISIONS

12.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of laws principles.

12.2 Dispute Resolution.

a) *Good Faith Negotiation:* Disputes shall first be addressed through good faith negotiations between senior representatives of both Parties for thirty (30) days.

b) *Mediation:* If negotiation fails, Parties shall attempt mediation administered by [Mediation Service] in accordance with its rules. Each Party bears its own costs plus equal share of mediator fees.

c) *Arbitration:* If mediation fails, dispute shall be resolved through binding arbitration:

- Administered by [Arbitration Service] per its rules
- One arbitrator mutually agreed or appointed per service rules
- Conducted in [City, Jurisdiction]
- English language
- Arbitrator's decision final and binding
- Judgment may be entered in any court of competent jurisdiction
- Each party bears own costs unless arbitrator determines otherwise

d) *Exceptions:* Either Party may seek injunctive or equitable relief in court without first pursuing mediation or arbitration for:

- Breaches of confidentiality
- Intellectual property infringement
- Data protection violations
- Urgent matters requiring immediate relief

12.3 Independent Contractor. Service Provider is independent contractor, not employee, partner, or agent of Client. Service Provider:

- Controls manner and means of performing Services
- Responsible for own taxes, insurance, and benefits
- Not entitled to employee benefits
- May serve other clients (subject to no conflicts of interest)

- Not authorized to bind Client or make commitments on Client's behalf

12.4 Assignment.

- Neither Party may assign this Agreement without prior written consent of other Party

- Consent not unreasonably withheld

- Exception: Either Party may assign in connection with merger, acquisition, or sale of substantially all assets

- Attempted assignment without consent is void

12.5 Subcontracting.

- Service Provider may not subcontract Services without Client's prior written consent

- Service Provider remains fully liable for subcontractor performance

- All subcontractors must be bound by same confidentiality and data protection obligations

- CPF assessments must be conducted by certified CPF professionals

12.6 Notices. All notices under this Agreement shall be in writing and delivered by:

- Personal delivery

- Internationally recognized courier (DHL, FedEx, UPS)

- Email with confirmation of receipt (acceptable for routine communications)

Notices sent to addresses first stated above or as updated in writing. Notices effective upon receipt.

12.7 Force Majeure. Neither Party liable for failure or delay in performance due to causes beyond its reasonable control, including:

- Acts of God (natural disasters, severe weather)

- War, terrorism, civil unrest

- Epidemic, pandemic

- Government actions or restrictions

- Strikes, labor disputes (not involving Party's own employees)

- Failure of telecommunications or internet infrastructure

- Cyberattacks affecting Party's systems

Affected Party shall:

- Notify other Party promptly

- Use reasonable efforts to mitigate impact

- Resume performance when circumstances permit

If force majeure continues for more than sixty (60) days, either Party may terminate upon written notice.

12.8 Entire Agreement. This Agreement, including all Schedules, constitutes the entire agreement between Parties regarding the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

12.9 Amendment. This Agreement may be amended only by written instrument signed by both Parties. Email exchanges may constitute written amendment if clearly documenting mutual agreement to specific changes.

12.10 Waiver. Waiver of any provision must be in writing and signed by waiving Party. Failure to enforce any provision does not waive right to enforce it later or any other provision.

12.11 Severability. If any provision is found invalid or unenforceable, remaining provisions continue in full effect. Invalid provision shall be reformed to maximum extent possible to achieve Parties' intent.

12.12 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each deemed an original and all together constituting one instrument. Electronic signatures (including DocuSign, Adobe Sign, etc.) have same legal effect as original signatures.

12.13 Headings. Section headings are for convenience only and do not affect interpretation.

12.14 Survival. The following sections survive termination or expiration: 4 (payment obligations), 5.3 (acceptance), 6 (Confidentiality), 7 (Data Protection), 8 (Intellectual Property), 10 (Limitation of Liability), 11 (Indemnification), and 12 (General Provisions).

12.15 Compliance with CPF Requisiti. Service Provider acknowledges that:

- CPF3 is owner of CPF framework and intellectual property

- Service Provider operates under CPF certification granted by Certification Body

- This Agreement must comply with CPF Code of Ethics

- Violation of CPF standards may result in certification suspension or revocation

- Client has right to report ethics violations to Service Provider's Certification Body

12.16 Publicity and Marketing.

Use of Client Name:

- Service Provider may not use Client's name, logo, or identify Client as customer without prior written consent

- Exception: Service Provider may list Client (without details) in client list if consent obtained

Case Studies and Testimonials:

- Service Provider may request permission to develop case study or testimonial

- Client has full approval rights over content before publication

- Client may require anonymization

- Assessment Data and Confidential Information excluded unless explicitly approved

General Reference:

- Service Provider may make general reference to type of work performed (e.g., "CPF assessments for financial services organizations") without identifying specific clients

SCHEDULES

The following Schedules are attached and form part of this Agreement:

- **Schedule A:** Statement of Work (Scope, Deliverables, Timeline, Success Criteria)
- **Schedule B:** Fee Schedule and Payment Terms (if detailed breakdown required)
- **Schedule C:** Key Personnel and Qualifications
- **Schedule D:** Client Responsibilities Matrix (if complex engagement)

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SERVICE PROVIDER: [NAME]

Signature: _____ Date: _____

Print Name: _____

Title (if firm): _____

CPF Certification(s): _____

CLIENT: [ORGANIZATION NAME]

By: _____ Date: _____

Name: _____

Title: _____

SCHEDULE A: STATEMENT OF WORK

1. Project Overview

Project Name: _____

Project Objectives:

_____

_____

_____

Scope Summary: _____

_____

_____

2. Detailed Scope of Services

Phase 1: [Phase Name]

Duration: _____

Activities:

_____

_____

_____

Deliverables:

_____

_____

Phase 2: [Phase Name]

Duration: _____

Activities:

_____

_____

_____

Deliverables:

_____

_____

[Additional phases as needed]

3. Deliverables Summary

Deliverable	Due Date	Format

4. Project Timeline

Project Start Date: _____

Project End Date: _____

Key Milestones:

Milestone	Target Date

5. Success Criteria

The project will be considered successful when:

_____

_____

_____

6. Assumptions and Dependencies

Assumptions:

_____

_____

Dependencies:

_____

_____

7. Out of Scope

The following are explicitly excluded from this engagement:

_____

_____

_____

8. Change Management

Changes to this Statement of Work require:

- Written change request describing proposed modification
- Impact analysis (scope, timeline, budget)
- Written approval from both Parties
- Executed change order before work proceeds

Approved by:

Service Provider: _____ Date: _____

Client: _____ Date: _____

SCHEDULE C: KEY PERSONNEL AND QUALIFICATIONS

Service Provider Personnel:

[Name], [Title]

Role in Project: _____

CPF Certification: _____ (Certificate #: _____)

Relevant Experience:

_____

_____

Education: _____

Years of Experience: _____

[Additional personnel as needed]

Personnel Changes:

- Service Provider may not substitute key personnel without Client approval
- If key personnel unavailable due to unforeseen circumstances, Service Provider shall propose qualified replacement within 5 business days
- Client has right to approve or reject proposed replacement
- Replacement must have equivalent or superior qualifications

Client Contacts:

Primary Contact: _____

Title: _____ Email: _____

Phone: _____

CPF Coordinator: _____

Title: _____ Email: _____

Phone: _____

Additional Contacts: [As needed]

End of Professional Services Agreement

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End of Professional Services Agreement