

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this “Agreement”) is effective as of <<DATE>> by and between the Owner and Consultant for the Project.

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| The Owner is:  Vanderbilt University  c/o Department of Facilities  110 21st Avenue South, Suite 1110, Nashville, Tennessee 37203 | The Consultant is:  << CONSULTANT LEGAL NAME >>  << STREET ADDRESS>>  <<CITY, STATE, ZIP CODE>> |
| The Owner’s Representative is:  <<REPRESENTATIVE NAME>>  <<REPRESENTATIVE ADDRESS>>  <<PHONE NUMBER>>  <<E-MAIL>> | The Consultant’s Representative is:  << CONSULTANT REPRESENTATIVE >>  << STREET ADDRESS>>  <<CITY, STATE, ZIP CODE>>  <<PHONE NUMBER>>  <<E-MAIL>> |
| The Project is:  <<PROJECT NAME>>  <<STREET ADDRESS>>  <<CITY, STATE>> |  |

In consideration of the terms set forth herein, Owner and Consultant hereby agree as follows:

1. Entire Agreement. The “Contract Documents” constitute the entire and integrated agreement between Owner and Consultant with respect to the services and other items that Consultant is to provide to Owner under this Agreement (the “Services”). The Contract Documents consist of (i) this Agreement, (ii) the exhibits listed in Exhibits paragraph below, and (iii) Modifications as defined herein. With respect to any inconsistency within the Contract Documents, Modifications take precedence over this Agreement and this Agreement takes precedence over all other Contract Documents. Any purchase order issued by Owner is only for invoicing purposes and, despite any terms on the face of such purchase order, Owner’s standard Purchase Order Terms and Conditions are not applicable to this Agreement. In the event the Services lead to Consultant’s engagement by Owner for full architectural services for a project, Consultant and Owner will enter into a separate agreement for such engagement in the form of the Owner’s standard Architect Contract and subject to Owner’s standard Architect Terms and Conditions.
2. Project Description. The Project consists of:<<PROJECT DESCRIPTION>>. *(Identify and describe the Project as appropriate, for example, new construction, green field, renovation, or addition, floors, size (square footage), room numbers, building type, site improvements, proposed uses, etc.)*

1. Services. The Services consist of:

<< DESCRIPTION OF THE SERVICES OR ATTACH AS EXHIBIT>>

Consultant shall provide the Services consistent with the professional skill and care ordinarily required or expected of a similar professional practicing under the same or similar circumstances and in accordance with the laws, statutes, codes, ordinances, rules, regulations, and lawful orders and any other requirements of public authorities applicable to Consultant or the Services (“Applicable Law”). If Consultant provides Services in violation of Applicable Law, Consultant shall be solely responsible for all costs attributable to the violation and the correction thereof. Consultant shall not subcontract the performance of any portion of the Services to another without Owner’s prior written approval. Consultant shall be responsible for all taxes, licenses, registrations, and intellectual property rights required to provide the Services and for obtaining any permits and approvals required by authorities having jurisdiction.

1. Schedule. Consultant shall provide the Services in accordance with the Schedule, which is as follows:

<< DESCRIPTION OF THE SCHEDULE OR ATTACH AS EXHIBIT>>

The deadlines established in the Schedule are material and time is of the essence. Consultant represents that the Schedule is reasonable and that it includes reasonable allowances of time for Owner’s obligations under the Agreement, for Consultant’s performance, and for the approvals of submissions by authorities having jurisdiction. There shall be no adjustments of the Schedule for any reason absent a Modification. If Consultant is delayed by causes beyond its control, adjustments of the Schedule shall be Consultant’s exclusive remedy. If the Project includes work or services by others, Consultant shall cooperate with the others and coordinate the Services with the work or services of the others as reasonably necessary to timely provide the Services and complete the Project.

1. Fee.For Consultant’s timely, complete, and proper performance of the Services, Owner shall pay Consultant the Fee, which is:

a stipulated sum equal to <<DOLLAR AMOUNT IN WORDS>> Dollars ($<<###.##>>); or

to be determined based on the hourly rates set forth in the Exhibits to this Agreement BUT not to exceed <<DOLLAR AMOUNT IN WORDS>> Dollars ($<<###.##>>); or

to be determined based on the hourly rates set forth in the Exhibits to this Agreement.

Except for Reimbursable Expenses and as specifically stated in the Clarifications paragraph below, the Fee is the total amount owed by Owner for the Services, including all applicable taxes to be paid by Owner, and complete compensation for all labor, services, fees, costs, markups, overhead, profit, and other items. If the Fee is to be determined on an hourly rate basis, the Fee shall be the documented billable time (to the nearest one-quarter hour) actually spent on the Services at the applicable hourly rates, which in the aggregate shall not exceed any “not to exceed” amount set forth above absent Modification. Owner is a non-profit corporation and is exempt from sales and use taxes in the State of Tennessee and various other states. Owner’s sales and use tax exemption certificate number is 431938560.

1. Reimbursable Expenses. Unless otherwise stated in the Clarifications paragraph below, Owner shall reimburse Consultant for certain expenses (“Reimbursable Expenses”) in addition to the Fee. Requests for Reimbursable Expenses must be incorporated into Consultant’s invoices with proper documentation of each expense within sixty (60) days of incurring the cost. Except as explicitly provided in the Clarifications paragraph below, Reimbursable Expenses are limited to commercially reasonable and necessary expenses that are actually incurred by the Consultant for out-of-town travel, fees paid to authorities having jurisdiction, postage and delivery when electronic transmission is unavailable, and other items specifically approved as Reimbursable Expenses in advance by Owner in writing. Reimbursable Expenses do not include any markup, multipliers or service or carrying charges. Reimbursable Expenses for out-of-town travel are further limited to: (i) airline tickets that do not exceed economy fares booked two weeks in advance with one checked bag per person; (ii) lodging in standard or equivalent rooms at hotels with Owner negotiated rates and parking at hotel; (iii) taxi or ride services (e.g., Uber or Lyft), provided an effort is made to share rides; (iv) rental cars at mid-sized car rates (excluding all add-ons or upgrades) and gas, provided the total cost does not exceed available round-trip economy airfare and an effort is made to share rides; (v) personal automobile mileage to airports or final destinations in accordance with current IRS reimbursement rates (print of Google map required), provided the total cost does not exceed available round-trip economy airfare; and (vi) subsistence reimbursement for meals, etc. at a standard per diem rate of $59 per day of over-night travel (no receipts required).
2. Payments. Consultant shall invoice Owner no more than once per month for the portion of the Services provided since the last invoice. Owner shall pay amounts invoiced within forty-five (45) days of the Owner’s receipt of the invoice provided the Services performed and the invoice comply with the requirements of the Agreement. Payment shall not constitute acceptance of any portion of the Services not in accordance with the Agreement. Acceptance of final payment by Consultant constitutes a waiver of all claims by Consultant, except those claims previously asserted in writing and identified by Consultant as remaining unsettled at the time of the final invoice. Consultant waives its rights to any additional compensation that is not incorporated into the Agreement by Modification, no late fees or interest will be due on late payments, premature payments are only considered if specifically required by Applicable Law, and amounts may be withheld from payment as reasonably necessary to protect the Owner from costs for which the Consultant is responsible. Consultant must pay each sub-consultant or vendor for all portions of the Services provided by the sub-consultant or vendor within seven (7) days of receiving payment from Owner for such portions of the Services.
3. Audit. Owner may, upon its request and at its cost, audit any and all work or expense records of Consultant relating to the Services. Consultant shall have the right to exclude from such inspection any of its confidential or proprietary information that was not otherwise provided to Owner. Consultant further agrees to maintain its books and records relating the Services for a period of two (2) years from completion of the Services, and to make such books and records available to Owner at any time or times during normal business hours within the two-year period. Consultant shall have the right to bill Owner at the then applicable hourly rate for any of its staff members who are involved in such an audit.
4. Modifications. Owner can order modifications, additions, deletions, or other changes in the Services with adjustments, as appropriate, to the Fee and Schedule. However, no change in the Services, amendment, change order, waiver or other modification of the terms of the Agreement shall be binding unless the same is in writing and signed by Consultant and Owner (“Modification”). No representative of Owner other than the Chancellor and those to whom the Chancellor has delegated such authority in accordance with Owner’s internal policies, which include the Vice Chancellor for Administration and the Associate Vice Chancellor for facilities, have the authority to sign a Modification. If Consultant becomes aware of any need for additional services or changes in the Services caused by unforeseen circumstances or Owner’s request or of any other reason for adjustments to compensation or Schedule, Consultant must promptly provide Owner written notice of the issue and a stipulated sum proposal and Consultant must not proceed with any changes in the Services or additional services without a signed Modification.
5. Communications. All communications with Owner with respect to notice, directives, inquiries, approvals, etc. under this Agreement must be through Owner’s designated representative. In the event any other individual attempts to communicate with Consultant on behalf of Owner regarding the Services, Consultant must promptly notify Owner’s designated representative of the communication. Consultant may rely upon the accuracy of documents, drawings, and other information related to the Project that is provided by Owner; provided, however, Consultant is not entitled to rely upon any information the Consultant knows or should know, in the exercise of the applicable standard of care, is inaccurate or incomplete. Consultant shall promptly report to Owner any error, inconsistency, or omission discovered in documents, drawings, or information provided by or on behalf of Owner or in any Work Product or other information provided by or on behalf of Consultant to Owner.
6. Independent Contractor. Consultant is an independent contractor. Consultant shall have no authority, express or implied, to bind Owner to any agreements, liability, or understanding. Neither Consultant nor any sub-consultant, or agent or employee of either, shall be or construed to be an agent or employee of Owner. This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship. Consultant shall be responsible to Owner for the services of its sub-consultants, vendors, employees, and agents and for all employer obligations to its employees and agents under applicable law, including payment of their entire compensation, withholding of income and social security taxes, worker’s compensation, employee and disability benefits, etc. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Consultant.
7. Operations and Safety. If the Services involves Consultant operations at an existing facility of Owner, Consultant shall (i) schedule and coordinate such operations with the Owner to minimize all adverse impacts on the Owner’s ongoing operations; (ii) confine its operations to approved areas and not unreasonably encumber such areas; (iii) maintain and leave the work areas and adjacent areas in clean condition; and (iv) comply with Owner’s security, health and safety policies, procedures, protocols, or written guidance. Consultant shall promptly notify Owner of any actual or alleged damage, injury, or loss to persons or property related to the Services.
8. Hazardous Materials. Except as specifically required by the Services, Consultant shall not cause any hazardous substances, wastes, or materials, including asbestos-containing materials, lead-based paints, petroleum (or any constituent thereof), mold, radon, and polychlorinated biphenyl (PCB), ("Hazardous Materials") to be brought onto the Owner’s property or otherwise incorporated into the Project. In the event unforeseen Hazardous Materials at the Project are encountered or suspected, Consultant shall immediately stop operations at the Project, take reasonable precautions and report the condition to the Owner in writing.
9. Indemnification.To the full extent permitted by Applicable Law, Consultant shall indemnify and hold Owner, and its agents and employees, harmless from and against claims, damages, losses, liens, and expenses, including reasonable attorney, expert, and consultant fees and expenses, to the extent caused by negligent acts, errors, or omissions of one or more of the Consultant, its agents or sub-consultants, and their employees, and any other persons or entities that provide any of the Services on behalf of the Consultant, in the performance, or failure in the performance, of the Services. This obligation shall survive expiration or termination of the Agreement, shall be irrespective of any insurance requirements or coverages, and shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist
10. Intellectual Property. With respect to documents provided by or on behalf of Owner, Consultant and anyone acting on its behalf has a revocable, royalty-free license to use, reproduce, and distribute the documents, but solely for purposes of the Project. With respect to drawings, specifications, models, reports, and other documents and media that Consultant furnishes to Owner under this Agreement (the “Work Product”), Owner is hereby granted an irrevocable, fully paid, royalty-free license to use, reproduce, and distribute the Work Product for any purposes related to its facilities. This license shall survive any termination of this Agreement, and Consultant shall promptly provide Owner the latest versions of the Work Product upon any termination. Absent written consent from Owner, Consultant shall not use the Work Product, or documents or media provided by Owner, for purposes unrelated to the Project. With respect to any building information modeling (BIM), video, photos, or other media captures included in the Services, the modeling and media shall be works for hire, as applicable, and become the sole property of Owner for its use as it deems appropriate. Consultant warrants that the Services and Work Product will not violate any U.S. patent, U.S. copyright, trade secret, or other intellectual property right of any third party. Nothing herein shall be deemed to transfer ownership, copyrights, or other reserved rights in drawings, specifications, models, reports, documents, media or other intellectual property except as specifically stated herein.

1. Insurance. Without limiting any coverage normally maintained by the Consultant, Consultant shall purchase and maintain at least the following insurance in such forms and substance satisfactory to the Owner and with limits of liability applicable to the Services that are no less than the limits of the Consultant’s existing insurance coverage and no less than the following:
   * 1. Commercial General Liability (written on ISO Occurrence form CG00 01 1093 or a substitute form providing equivalent coverage, with coverages for Premises – Operations (including Explosion, Collapse and Underground Hazards (XCU) coverage), Products and Completed Operations, Broad Form Property Damage (including coverage of the work performed by subcontractors), Personal and Advertising Injury without the Employment Exclusion, and Blanket Contractual Liability): general and products/completed operations of $2,000,000 aggregate, personal and advertising injury of $1,000,000 per occurrence, and bodily injury and property damage of $1,000,000 per occurrence;
     2. Automobile Liability (including owned, non-owned and hired motor vehicles): combined single limit of $1,000,000 per accident;
     3. Umbrella/Excess Liability with a $5,000,000 per incident and shall be excess of coverages for Commercial General Liability and Automobile Liability;
     4. Worker’s Compensation and Employer’s Liability: state and federal statutory limits and Employer’s Liability (without restriction to Worker’s Compensation coverage) of $500,000 for accident (per occurrence), $500,000 for disease (policy limit) and $500,000 for disease (per employee);
     5. Network Security/Privacy Liability (Cyber Liability) in an amount not less than $5,000,000 per occurrence; and
     6. Professional Liability: $1,000,000 per claim and $3,000,000 in the aggregate, maintained for five (5) years following completion of the Services.

Consultant shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured with the same breadth of coverage and monetary limits as the named insured, and the coverage shall be primary and non-contributory to any other insurance or self-insurance, including any deductible applicable to the additional insureds. Each policy applicable to the Services, including workers’ compensation and employer’s liability policies, must include a waiver of subrogation in favor of Owner. Consultant shall supply as Exhibit A to this Agreement certificates of insurance, which provide sufficient information to verify that Consultant has complied with these insurance requirements.

1. Termination. If Owner defaults under this Agreement and fails to cure within seven (7) days’ written notice of Consultant’s intent to terminate, Consultant may terminate for cause and be entitled to compensation for the portions of the Services completed plus costs actually incurred by reason of such termination, but not for costs, overhead or profit on the portions of the Services not completed. If Consultant fails to (i) promptly cure a default, (ii) correct defective Services, (iii) timely perform the Services, or (iv) fulfill any other obligation under this Agreement, and Consultant fails to commence and diligently continue correction of such deficiency for more than seven (7) days after written notice from Owner, Owner may, without prejudice to other remedies Owner may have, terminate this Agreement for cause. In addition, Owner may, at any time upon written notice, suspend the Services or terminate this Agreement for the Owner’s convenience and without cause. In the event of suspension or termination for convenience, Consultant shall be entitled to compensation for the portions of the Services completed plus costs actually incurred by reason of such suspension or termination, but not for costs, overhead or profit on portions of the Services not completed. Termination of this Agreement shall not release Consultant from liability or obligations with respect to any portions of the Services already completed or prior acts or omissions of the Consultant, its principals, subcontractors, or sub-consultants, or any of their employees or agents.
2. Dispute Resolution. This Agreement shall be governed by the laws of the State of Tennessee; and any dispute or matter in question between Owner and Consultant arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Tennessee located in Davidson County and subject to mediation as a condition precedent to any litigation or agreed arbitration. Such mediation shall be held in Nashville, Tennessee, and the parties shall share the mediator’s fees and expenses equally. In any legal proceeding or dispute arising out of this Agreement, or otherwise related to the Services, the prevailing party will be entitled to recover from the non-prevailing party all costs the prevailing party incurred pursuing or defending the claims, including reasonable fees and expenses of attorneys, consultants, and experts and fees and costs associated with any related litigation, bankruptcy proceedings, or appeals. The prevailing party is the party that prevails, either affirmatively or via a successful defense, with respect to the claims of greatest value or importance.
3. Confidentiality. In connection with performance of the Services, Consultant and its principals, employees, subcontractors, and sub-consultants may learn or become aware of information that is considered confidential by Owner and that is not known by or available to the general public, including all information regarding the Project, Owner’s facilities, strategic plans, operations, finances, students, faculty, and staff, and any other records or business knowledge of Owner (the “Confidential Information”). This Confidential Information is owned exclusively by Owner, is used in the operation of its business and is secret, confidential, and proprietary to Owner. Each Consultant party in possession of Confidential Information must (a) maintain the confidentiality of all Confidential Information, including all Project-related information, except as required by law, (b) use the Confidential Information only as necessary to fulfill its obligations under the Service Contract or applicable law and, thus, restrict disclosure only to those persons who need to know for those purposes, (c) use a reasonable standard of care in maintaining the Confidential Information in strict confidence and (d) return or destroy all documents, copies, notes, or other materials containing any Confidential Information upon Owner’s request. Accordingly, neither Consultant nor any of its principals, employees, subcontractors, or sub-consultants shall disclose information concerning the Project to anyone (including information in applications for permits, variances, and similar items) without Owner’s prior written consent. Owner reserves the right to release all Project information and to time its release, form, and content. The obligations of this paragraph shall survive any termination and final completion of the Project.
4. Use of Owner Name. Unless otherwise specifically approved in writing by the Owner’s Office of Trademark Licensing, neither Consultant nor any of its principals, employees, subcontractors, or sub-consultants shall use the Owner’s name, logos, or trademarks, or photographic or artistic representations of a Project in any professional, marketing, advertising, or promotional materials or media. The obligations of this paragraph shall survive any termination and final completion of the Project.
5. Disadvantaged Entities. To the extent documented and maintained in the ordinary course of business, Consultant shall report to Owner statistics on a quarterly basis regarding the participation of Disabled Veteran Business Enterprises (DVE), “Historically Underutilized Business Zones” (HUBZone), local small business enterprises (LSBE), small business enterprises (SBE), and “Veteran-Owned Small Business” (VOSB) on the Project. This section does not in any way relieve Consultant from its obligations to evaluate the qualifications and suitability of all prospective consultants, sub-consultants, subcontractors, and vendors for the Project.
6. Immigration and Discrimination. Consultant represents and warrants that it is in full compliance with the Immigration Reform and Control Act of 1986, as amended, and will only assign personnel to the Project whose employment eligibility has been verified. Further, Consultant warrants that it is in compliance with all applicable Federal, state, and local laws, as amended, including 41 CFR 60-1.4, CFR 60-250.4, and 41 CFR 60-741.4, with respect to nondiscrimination in employment on the basis of race, religion, color, national origin, or sex, equal opportunity, affirmative action, employment of disabled veterans, and veterans of the Vietnam era, and employment of the handicapped. Neither Consultant nor any of its principals, employees, subcontractors, or sub-consultants performing any of the Services shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, or national origin.
7. Background Checks. Consultant and its sub-consultants, at their own expense, will perform local, state, and federal background and reference checks, including criminal background checks, on all employees performing any of the Services, for every county of residence of prospective employees for the past seven (7) years. Unless Owner specifically approves, no employee with a conviction involving violent crime, theft, possession or receipt of stolen property, sexual offense, or illegal sale, use, or possession of drugs within the past seven (7) years shall perform any of the Services. Owner reserves the right to remove anyone from the Project who is arrested, charged, or convicted of any of these crimes or if the individual conceals information regarding these crimes.
8. Federal Contracts. If this Agreement constitutes a subcontract under a Federal prime contract, Consultant must comply with Federal Acquisition Regulation 52.203-7, Anti-Kickback Procedures, with the exception of subparagraph (c)(1) thereof. Further, if this Agreement is entered into under a Federal award, this Agreement includes the additional applicable provisions required by Appendix II to 2 C.F.R. Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which can be found at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>, and should be added to the Clarifications paragraph below.
9. Conflicts of Interest. Consultant represents and warrants that none of its principals, nor any employee, subcontractor, or sub-consultant performing any of the Services, is a faculty member, employee, postdoctoral scholar, student, or agent of Owner and that neither Consultant nor any of its principals, or any employees, sub-consultants, or vendors performing any of the Services, has a personal or other business relationship with any department of Owner authorizing payment under this Agreement. Consultant represents and warrants that none of its principals, nor any employee, subcontractor, or sub-consultant performing any of the Services, has in the past or will offer, give, solicit or receive, either directly or indirectly, any commission, contributions, or valuable gifts, in order to secure or influence the award of this Agreement. Consultant shall not engage in any activity, or accept any employment, interest, or contribution, that would reasonably appear to compromise the quality of the Services or to compromise or influence Consultant’s judgment with respect to the Services.
10. Miscellaneous. No act or failure to act by Owner or Consultant will constitute a waiver of any right or duty or subsequent obligation or constitute an approval of or acquiescence in a breach hereunder, except as specifically agreed in writing. If any provision in this Agreement is found to be invalid or unenforceable in whole or in part, the finding shall not affect the validity or enforceability of any other provisions of this Agreement or the remainder of the provision in question. In lieu of each provision, or part thereof, found to be invalid or unenforceable, there shall be added as part of this Agreement a provision as similar in terms to the invalid or unenforceable provision as is possible, valid, and enforceable. Any uncertainty or ambiguity found in this Agreement shall not be interpreted or construed against either party because of other’s involvement in the drafting and preparation hereof. Consultant and Owner respectively bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in this Agreement. Neither party can assign this Agreement without the written consent of the other, except Owner may assign it to an affiliated entity of Owner. If either party attempts to make such an assignment without required consent, that party will nevertheless remain legally responsible for all obligations under this Agreement.
11. Signature. This Agreement can be signed electronically and in counterparts, each of which will be deemed an original, and all of which, taken together, will constitute a complete document. Signatures transmitted by facsimile, electronic mail in “portable document format” (.pdf), DocuSign, or any other digital or electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as original signatures.
12. Clarifications. Consultant’s obligations and Services are as provided herein and the Contract Documents except as specifically described as follows: *(List and describe in detail all assumptions, exclusions, modifications, qualifications or clarifications to the Project requirements, the Consultant’s obligations and the Services.)*
    1. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
    2. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
    3. <<DESCRIPTION OF MODIFICATION OR CLARIFICATION>>
13. Exhibits. The following exhibits are included in the Contract Documents. However, the exhibits that are proposals, purchase orders, term sheets, or similar documents prepared by Consultant are included solely for the purpose of describing the Services and, if applicable, rates, pricing, and fees. Unless explicitly stated otherwise in the Clarifications paragraph above, legal provisions, terms, conditions, and forms referred to or contained in these exhibits are not incorporated into this Agreement or otherwise applicable.
    1. **Exhibit A: Certificate(s) of Insurance**
    2. **Exhibit B:** <<NAME OF EXHIBIT>>
    3. **Exhibit C:** <<NAME OF EXHIBIT>>
    4. **Exhibit D:** <<NAME OF EXHIBIT>>
    5. **Exhibit E:** <<NAME OF EXHIBIT>>
    6. <<LIST OTHER EXHIBITS>>

This Agreement is signed as of the day and year written below.

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| --- | --- |
| OWNER  VANDERBILT UNIVERSITY  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CONSULTANT  << CONSULTANT LEGAL NAME >>  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  By: <<NAME OF SIGNEE>>  Title: <<POSITION OF SIGNEE>>  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |