

RESEARCH AND DEVELOPMENT AGREEMENT

This Research and Development Agreement (the “Agreement”) is entered into as of _____, 20 ____ (the “Effective Date”), by and between _____, a _____ [corporation] [limited liability company] [etc.], with its principal offices at _____ [enter address] (the “Developer”) and _____, a _____ [corporation] [limited liability company] [etc.], with its principal offices at _____ [enter address] (the “Client”). The Developer and the Client may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Client is engaged in the business of

_____ ; and

WHEREAS, the Developer is engaged in the business of

_____ ; and

WHEREAS, the Client wishes to engage the Developer to perform certain research and development services as those services are more particularly set forth in the Statement of Work (the “Statement of Work”) attached as Exhibit A attached hereto and made a part hereof by reference (the “Services”) on the terms and conditions set forth below; and

WHEREAS, it is the Parties’ intention that the Services will result in the development of the following-described product:

_____ (the “Product”); and

WHEREAS, the Developer wishes to provide the Services and create the Product in accordance with the terms of this Agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. APPOINTMENT/ACCEPTANCE.

The Client hereby retains the Developer, and the Developer agrees, on the terms and conditions provided below and as an independent contractor and not as its agent, to

perform the Services and develop the Product on its behalf according to the Client's Statement of Work as described more fully below. The Developer shall perform such other work as may be agreed on by the Parties from time to time.

2. RESPONSIBILITIES.

(a) Of the Developer. The Developer agrees to do each of the following:

- (i) Perform the Services set forth in Exhibit A attached hereto; provided, however, that if a conflict exists between this Agreement and any term in Exhibit A, the terms in this Agreement shall control.
- (ii) Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner and to attend to the business and affairs of the Client [; provided, however, that in no event shall the Developer provide fewer than _____ hours per month to performing its duties under this Agreement].
- (iii) Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
- (iv) Fully disclose any and all circumstances that currently exist or that could arise during the Term that could be (or cause) a conflict of interest between the respective interests of the Client and the Developer.
- (v) Communicate with the Client regarding its performance of the Services.
- (vi) Provide services (including the Services) that are satisfactory and acceptable to the Client.
- (vii) **(Optional)** [INSERT ADDITIONAL RESPONSIBILITIES]

_____.

(b) Of the Client. The Client agrees to do each of the following:

- (i) Engage the Developer as an independent contractor to perform the Services set forth in Exhibit A to this Agreement.
- (ii) Provide relevant information and documents to assist the Developer with the performance of the Services.

(iii) Satisfy all of the Developer’s reasonable requests for assistance in its performance of the Services; provided, however, that notwithstanding the above-listed Client responsibilities, the Developer has the exclusive responsibility for the performance of the Services under this Agreement.

(iv) **(Optional)** [INSERT ADDITIONAL RESPONSIBILITIES]

_____.

3. NATURE OF RELATIONSHIP.

(a) Independent Contractor Status. The Developer agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. The Developer is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to the Developer’s compensation hereunder. The Developer shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

(b) Indemnification of Client by Developer. The Client has entered into this Agreement in reliance on information provided by the Developer, including the Developer’s express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Developer is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Developer’s own actions, the Developer shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Developer and/or the Client resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Developer’s earnings had the Developer been on the Developer’s payroll and employed as an employee of the Client.

4. TERM.

(c) Primary Term. This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 17 of this Agreement, will continue for an initial period of _____ year[s] (the “Initial Term”).

- (d) Automatic Extension. Unless either Party provides written notice of termination pursuant to Section 17 of the Agreement at least _____ days before the expiration of the Initial Term, the Agreement will extend automatically on a monthly basis until such time as either Party terminates the Agreement by providing at least _____ days notice to the other Party. The Initial Term and any extension thereof shall be collectively called the “Term.”

5. REPRESENTATIONS AND WARRANTIES.

- (e) The Parties each represent and warrant as follows:
- (i) Each Party has full power, authority, and right to perform its obligations under the Agreement.
 - (ii) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
 - (iii) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- (f) The Client hereby represents and warrants as follows:
- (i) The Client is financially able to satisfy any funding commitments made pursuant to this Agreement.
- (g) The Developer hereby represents and warrants as follows:
- (i) The Developer has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
 - (ii) The Developer has the experience and ability to perform the Services required by this Agreement.
 - (iii) The Developer has the right to perform the Services required by this Agreement at any place or location, and at such times as the Developer shall determine.

6. COMPENSATION.

- (a) Development Fee. In exchange for the Services provided by the Developer pursuant to this Agreement, the Client shall pay the Developer a development fee of \$_____, payable in [weekly] [bi-weekly][monthly] installments.

- (b) No Payments in Certain Circumstances. Whether or not the research program is successful and accomplishes the results contemplated by this Agreement, the Client shall remain obligated to pay to the Developer all sums set forth in this Agreement. Notwithstanding the foregoing, no payment shall be payable to the Developer under any of the following circumstances:
- (i) if prohibited under applicable government law, regulation, or policy;
 - (ii) if the Developer did not directly perform or complete the Services described in Exhibit A;
 - (iii) if the Developer did not perform the Services to the reasonable satisfaction of the Client; or
 - (iv) if the Services performed occurred after the expiration or termination of the Term of this Agreement, unless otherwise agreed in writing.
- (c) **(Optional)** Royalties. In addition to the payment mentioned above, the Client shall pay to the Developer royalties in the amount of [\$______ on][___% of] all sales or licenses of the Product or of items containing the Product made by or for the Client.]
- (d) Expenses. Any internal expenses incurred by the Developer in the performance of this Agreement shall be the Developer's sole responsibility; provided, however, that any and all travel costs, transport and accommodation expenses, cell phone communication costs, and other charges reasonably incurred by the Developer in performing the Services on behalf of the Client are reimbursable; provided further, however, that any request for reimbursement of such expenses be supported with proper and adequate evidentiary documents in accordance with the Client's policies.
- (e) Taxes. The Developer is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Developer under this Agreement and for all obligations, reports, and timely notifications relating to such taxes. The Client shall have no obligation to pay or withhold any sums for such taxes.
- (f) No Other Compensation. The compensation set out above shall be the Developer's sole compensation under this Agreement.

The Developer shall be entitled to retain any and all of the sums paid to it by the Client, provided that the foregoing shall not be construed to limit any of the Client's legal or equitable remedies in the event the Developer breaches any of its obligations pursuant to this Agreement.

7. NO ASSURANCE OF RESULTS.

The Developer cannot and does not guarantee the results (including, without limitation, their nature and/or economic or commercial value or utility) of the Services to be performed or the quality of the Product developed pursuant to this Agreement. [The Services will be provided and the Product will be developed on a best efforts basis only.] The Parties agree that any and all risks of these Services and the Product shall be and remain those of the Client. Whether or not the research is successful or accomplishes the results contemplated by this Agreement, the Client shall remain obligated to pay to the Developer all sums set forth in this Agreement and the Developer shall be entitled to retain any and all of the sums paid to it by the Client; provided, however, that the Client's legal or equitable remedies shall not be limited if the Developer breaches any of its obligations under this Agreement.

8. (Optional) TIMING AND DELAYS.

The Developer recognizes and agrees that failure to deliver the Product in accordance with the delivery schedule detailed in Exhibit A to this Agreement will result in expense and damage to the Client. The Developer shall inform the Client immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the Product according to such schedule. If a delivery date is missed, the Client may, in its sole discretion, declare such delay a material breach of the Agreement under subsection 17(a) and pursue all of its legal and equitable remedies. The Client may not declare a breach, and the Developer cannot be held in breach of this Agreement, of this section if such delay is caused by an action or failure of action of the Client. In such case, the Developer will provide the Client with written notice of the delay and work on the Product shall not continue until the reason for the delay has been resolved by the Client and written notice of that resolution has been provided to the Developer.

9. INSURANCE COVERAGE.

Within _____ days of the Effective Date, the Developer shall submit to the Client satisfactory proof that the Developer has purchased (or has in effect) a comprehensive general liability insurance policy covering all aspects of its activities under this Agreement (including, without limitation, coverage for product liability and workers' compensation) in amounts of not less than \$_____ for personal injury and \$_____ for property damage, or in such other amounts as the Client may reasonably request. The Developer shall maintain such insurance policies in full force and effect throughout the Term, and shall increase the amount of coverage on the reasonable request of the Client from time to time. Each such insurance policy shall (i) be issued by an insurance company satisfactory to the Client in the reasonable exercise of its discretion; (ii) name the Client as an additional insured (including, without limitation, as an insured with respect to third-party claims or actions made or brought directly against the Developer or against the Parties as co-defendants and arising out of or in connection with the Developer's activities hereunder); (iii) contain a provision that the Client, although named an insured, shall nonetheless be entitled to recovery for any loss suffered by the

Client as a result of the Developer's negligence; (iv) be written as a primary policy not contributing with any other coverage that the Client may carry; and (v) stipulate that the Client shall receive thirty (30) days' prior written notice of any impending cancellation of the policy.

10. (Optional) REPORTING.

The Developer shall be required to report to _____ or such other officer or employee as may be designated by the Client and to provide a [weekly] [semi-monthly][monthly] written summary report of its activities. Reports shall consist of

The Developer shall keep regular books of account and render a statement under oath within _____ days of being requested by the Client to produce a statement regarding the books of account. Such books of account shall be open at all reasonable business hours for audit and inspection by the Client or his duly authorized representative.

11. WORK FOR HIRE.

- (a) Work for Hire. The Developer expressly acknowledges and agrees that any all proprietary materials prepared by the Developer under this Agreement shall be considered "works for hire" and the exclusive property of the Client unless otherwise specified. These items shall include, but shall not be limited to, any and all deliverables resulting from the Developer's Services or contemplated by this Agreement, all tangible results and proceeds of the Services, the Product, works in progress, records, diagrams, notes, drawings, specifications, schematics, documents, designs, improvements, inventions, discoveries, developments, trademarks, trade secrets, customer lists, databases, software, programs, middleware, applications, and solutions conceived, made, or discovered by the Developer, solely or in collaboration with others, during the Term of this Agreement relating in any manner to the Developer's Services.
- (b) Additional Action to Assign Interest. To the extent such work may not be deemed a "work for hire" under applicable law, the Developer hereby assigns to the Client all of its right, title, and interest in and to such work. The Developer shall execute and deliver to the Client any instruments of transfer and take such other action that the Client may reasonably request, including, without limitation, executing and filing, at the Client's expense, copyright applications, assignments, and other documents required for the protection of the Company's rights to such materials.
- (c) Notice of Incorporation of Existing Work. If the Developer intends to integrate or incorporate any work that it previously created into any work product to be created in furtherance of its performance of the Services, the Developer must

obtain the Client's prior written approval of such integration or incorporation. If the Client, in its reasonable discretion, consents, the Client is hereby granted a worldwide, royalty-free, perpetual, irrevocable license to use, distribute, modify, publish, and otherwise exploit the incorporated items in connection with the work product developed for the Client.

12. NO CONFLICT OF INTEREST; OTHER ACTIVITIES.

The Developer hereby warrants to the Client that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, the Developer is free to engage in other development activities; provided, however, the Developer shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Developer's obligations, the development of the Product, or the scope of Services to be rendered for the Client pursuant to this Agreement.

13. (Optional) [NON-COMPETITION.

During the Term and for a period of _____ years following the end of the Agreement, by expiration or termination, the Developer shall not directly or indirectly engage, own, manage, control, operate, be employed by, participate in, or be connected in any manner with the ownership, management, operation, or control of any business similar to the type of business conducted by the Client within _____ miles from the present location[s] of the Client's business. If the Developer actually breaches or threatens to breach the terms set forth in this Section 13, the Client shall be entitled to a preliminary restraining order and injunction restraining the Developer from violating its provisions.]

14. RETURN OF PROPERTY.

Within _____ days of the termination of this Agreement, whether by expiration or otherwise, the Developer agrees to return to the Client all Client products, samples, models, or other property and all documents, retaining no copies or notes, relating to the Client's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the Developer during and in connection with its representation of the Client. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the Client's business, whether prepared by the Developer or otherwise coming into its possession, shall remain the Client's exclusive property.

15. PUBLICATIONS.

The Parties acknowledge that the results of any research conducted pursuant to this Agreement may be made publicly available. Before either Party submits a paper or abstract for publication or otherwise intends to publicly disclose information about a

Product or other products developed pursuant to this Agreement, the other Party shall be provided thirty (30) days to review the proposed publication or disclosure to ensure that all Confidential Information (as defined below) is protected. The publication or other disclosure shall be delayed for up to thirty (30) additional days on written request by any Party as necessary to preserve trade secrets, inventions, U.S. or foreign patents or other intellectual property rights.

16. CONFIDENTIAL INFORMATION.

During the Term and for a period of _____ years thereafter, each Party shall retain in confidence and not disclose to any third party Confidential Information obtained from the other Client pursuant to this Agreement. "Confidential Information" means any of the Party's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, research, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to one Party by the other, either directly or indirectly. Neither Party will use Confidential Information except for the express purpose of performing this Agreement. The Developer may use the Confidential Information to the extent necessary for negotiations, discussions, and consultations with Client personnel or authorized representatives or for any other purpose the Client may hereafter authorize in writing. Except for such disclosure as is deemed necessary in the reasonable judgment of a Party to comply with applicable laws or regulations, no announcement or communication relating to the terms of this Agreement will be made without the other Party's prior written approval, which approval shall not be unreasonably withheld.

17. TERMINATION.

(a) Types of Termination. This Agreement may be terminated:

- (i) By either Party on provision of _____ (____) days' written notice to the other Party, with or without cause.
- (ii) By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within _____ days of receipt of written notice thereof; provided, however, that nothing in this subsection shall prevent a Party from seeking immediate injunctive relief where appropriate, to protect Confidential Information or such Party's proprietary or intellectual property rights;
- (iii) By either Party, if
 - a. the other Party files a petition in bankruptcy in any court of competent jurisdiction and the same is not dismissed within _____ days;
 - b. the other Party is adjudicated bankrupt or insolvent; or

- c. the other Party ceases to do business, or otherwise terminates its business operations.
- (b) Responsibilities after Termination. Following the termination of this Agreement for any reason, the Client shall promptly pay the Developer according to the terms of Exhibit A for Services rendered before the effective date of the termination (the “Termination Date”). The Developer acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement. All intellectual property developed pursuant to this Agreement before the Termination Date shall be delivered to the Client within _____ days of the Termination Date.

18. DEFAULT AND REMEDIES.

If either Party terminates this Agreement because of the other Party’s default, in addition to all rights it has under this Agreement, the non-breaching Party shall have the right to exercise any and all remedies available at law or in equity. All rights and remedies are cumulative and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. Specifically, a termination due to default of delivery or payment for the Product under this Agreement shall not affect or terminate the rights and obligations of the Parties that have accrued prior to the default in delivery or payment. Despite the expiration or termination of this Agreement, the obligations intended to survive termination or expiration of this Agreement shall continue in full force and effect.

19. (Optional) LIMITATION OF LIABILITY.

Notwithstanding anything to the contrary in this Agreement, in no event will either Party be liable for any indirect, punitive, special, incidental, or consequential damages in connection with or related to this Agreement (including loss of profits, use, data, or other economic advantage); provided, however, this Section 19 shall not apply if the breach is caused by a Party’s willful or reckless actions.

20. INDEMNIFICATION.

- (a) Of Client by Developer. The Developer shall indemnify and hold harmless the Client and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys’ fees and disbursements (collectively, the “Claims”) that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Developer arising from or connected with Developer’s carrying out of its duties under this Agreement, or (ii) the Developer’s breach of any of its obligations, agreements, or duties under this Agreement.

(b) Of Developer by Client. The Client shall indemnify and hold harmless the Developer from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Client's operation of its business, (ii) the Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, or (iii) the Client's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Developer.

21. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

22. MODIFICATION.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, and such agreement must be in writing and signed by both Parties.

23. ASSIGNMENT.

A Party may not assign its rights and duties under this Agreement to any third party, except as part of a sale of such Party's business pertaining to the Product. The assigning Party shall give the other Party prior written notice of such assignment and obtain the written consent of its assignees to abide by the terms of this Agreement and assume all of the assigning Party's obligations under this Agreement. On the effective date of any such assignment, the term referring to the assigning Party (i.e., "Developer" or "Client") in this Agreement shall thereafter mean the assignee of such assigning Party. Except as otherwise provided in this Agreement, neither Party will have the right to assign or transfer any of its rights or to delegate any of its duties under this Agreement without the prior written consent of the other Party. Any attempted assignment or transfer without such consent will be void and of no effect, and will automatically terminate all rights of the Party attempting such assignment or transfer under this Agreement.

24. FORCE MAJEURE.

Except for the payment of monies due, if the performance of either Party's obligation under this Agreement is prevented, restricted, or interfered with by reason of casualty, accident, fire, strikes or labor disputes, inability to procure materials or components, power or supplies, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or intergovernmental body, or any other act, circumstance, or condition whatsoever beyond the reasonable control of

such Party, the Party so affected, on giving notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

25. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party’s right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

26. (Optional) [ARBITRATION.

The Parties agree that every effort will be made to resolve disputes internally and that litigation shall be the last resort. Any controversy or claim arising out of, or relating to this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in the city of _____ in accordance with the _____] Rules. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in accordance with the applicable laws of the United States and the internal laws of the state of _____. Any award, order, or judgment pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.]

27. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Party as follows:

If to the Developer:

If to the Client:

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of _____. In the event that litigation results from or arises out of this Agreement or the performance

thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

29. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

30. SEVERABILITY.

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

31. ENTIRE AGREEMENT.

This Agreement, together with Exhibit A, constitutes the final, complete, and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

32. AFFIRMATION OF THE PARTIES.

The Parties affirm that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement, and have read and understood this Agreement.

33. HEADINGS.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

DEVELOPER [DEVELOPER NAME]

By: _____
Name:
Title:

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of _____)

County of _____)

On _____ before me,
_____ personally appeared [*DEVELOPER
NAME*] who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

CLIENT

[CLIENT NAME]

By: _____

Name:

Title:

**ACKNOWLEDGMENT
OF NOTARY PUBLIC**

State of _____)

County of _____)

On _____ before me,

_____ personally appeared [*CLIENT NAME*]
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public: _____

My Commission Expires: _____

SAMPLE

EXHIBIT A STATEMENT OF WORK

1. Scope of Work

- (a) [Purpose]
- (b) [Requirements]

2. Specifications

- (a) [Task One: Coordination and Project Planning]
- (b) [Task Two: Development of Flow Charts]
- (c) [Deliverables]
- (d) [Schedule]

- A.[Estimated hours]
- B. [Number of personnel]
- C. [Project milestones]
- D.etc.

3. Budget