date

inside address

Via Email to: email address

Dear XXX:

I am pleased to confirm the terms of engagement for me (the "Consultant") to provide advice and opinions to ClientLongName ("ClShortName" or the "Client") on (1) certain issues relating to USAID, Department of State and other federal agency awards, and (2) such other matters, if any, as the Client may deem advisable from time to time.

The term of this engagement shall be one year [feel free to make this for a lesser period], beginning on the date of your acceptance, as indicated by your signature below. During the term of this engagement, the Consultant will provide consulting services on an as-requested basis, and the Client agrees to compensate the Consultant by payment of hourly fees. Consultant’s time will be billed at $150 per hour in accordance with Attachment A hereto. This rate may be changed from time to time only with prior written notice to the Client. In any event, no such change will be made within the first year of engagement.

The Consultant has procedures in place designed to avoid acceptance of assignments that would create an actual or potential conflict of interest. Based on the representation provided for in this agreement, I have reviewed my commitments to other clients and have discovered no conflict that would prevent me from consulting with the Client. However, I must rely on you to tell me (as of the effective date of this engagement agreement, as well as at the time each specific matter is referred to me) whether you have any affiliations not already disclosed that I should check. I, in turn, will keep you informed of any proposed engagement that may involve an actual, apparent or potential conflict of interest.

All disputes arising from this engagement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

This engagement agreement shall be construed and enforced in all respects in accordance with the laws of the State of California [okay with me to change to any location in the US]. In the unlikely event of any litigation arising at any time with respect to this agreement, it is agreed that the venue of such litigation shall be the State of California [okay with me to change to any location in the US].

This engagement agreement, including Attachment A (Fee and Expense Policies), constitutes the complete, exclusive and final agreement between the Client and the Consultant with respect to the subject matter hereof, and supersedes any and all prior written or oral agreements between the parties. It may only be amended or modified by another written agreement signed by both parties.

This engagement agreement is effective as of the date first written above, and covers services performed on that date and thereafter.

If this letter satisfactorily sets forth the terms of our relationship, please print a copy, sign it in the space provided below, and return a fully signed copy to me. A scanned image transmitted by email is acceptable.

I very much appreciate the opportunity to be of service to you, and I look forward to a long and mutually beneficial relationship.

Sincerely,

Don Allen

Consultant

Attachment A: Fee and Expense Policies and Warranty

ACCEPTED BY CLIENT:

By:

Date: date

**ATTACHMENT A, FEE AND EXPENSE POLICIES AND WARRANTY**

**DECEMBER 2016**

**Fees:**

Don Allen $150 per hour

Transit time (when travel is involved) $300 per day. Unless otherwise agreed in advance, travel within the US involves one paid transit day on each end of an assignment.

**Expenses:**

In addition to hourly fees, as provided in the engagement letter, the Consultant will be entitled to reimbursement for expenses incurred on behalf of the Client in connection with consulting services, such as telephone, telefax, computer-based research, duplication, airfare, hotels, meals and other travel expenses and the like.

In that regard:

For air travel, if authorized, business class for international travel (with due regard for any applicable federal law, regulations and funding agency policy) and economy class for domestic travel. When travel is undertaken formore than one client, air fares, transit time and staff time will be allocated by the Consultant, in his sole discretion, to the various clients for whom services are rendered in the course of the trip.

Whenever feasible, Consultant will use discounted lodging (such as provided by hotwire.com); lodging costs will be billed at actual cost, as verified by receipt. Whenever feasible, lodging will be allocated to the various clients for whom services are rendered in the course of a trip. Consultant billing for meals and incidental expenses in travel status will not exceed the applicable allowance rates published by the GSA, for domestic travel, and the Department of State, for international travel.

**Task Orders**

Prior to commending any work, Consultant and Client shall agree the scope of work to be produced, the estimated cost of completion, and the maximum allowable amount for time and expenses (if any). Such agreement shall be stated in writing as a numbered task order referencing this letter of engagement. Task Orders may only be amended by agreement of the parties as documented in writing.

**Billing Procedures**

Consultant bills clients monthly, and such statements are payable upon receipt. Payment is due within 30 days of receipt of invoice.

**Payments**

Payment to the Consultant may be made by check payable to Donald Allen and forwarded to the Consultant's offices at 2677 Elizabeth Road, McKinleyville, CA 95519. Arrangements for electronic payments may be made, but any charges assessed on the Consultant by either the sending or receiving bank will be added to subsequent invoices.

**Warranty**

Consultant has the knowledge, skill, experience, diligence and ability to provide or perform said Consulting Services.

Consultant agrees to perform the Services to the satisfaction of the Client during the term of this Agreement. Consultant warrants to the Client that all Services provided will use sound and professional principles and practices in accordance with normally accepted industry standards, and that performance shall reflect Consultant's best professional knowledge, skill and judgment. All Services not conforming to these requirements, including changes in the scope of the project not properly approved and authorized, may be considered defective. Consultant's warranty for defective or negligently performed Services shall be limited to the cost of re-performing such Services.

Consultant understands that Consultant's status hereunder is that of independent contractor. The Consultant is not considered an employee of the Client in the performance of Services and is not entitled to any employee benefits, statutory or otherwise, including, but not limited to, workers' compensation or unemployment compensation.

Consultant agrees that the Client will not deduct income, Social Security or other taxes on any payments to the Consultant hereunder. The Consultant further agrees that Consultant is solely responsible for payment of any such taxes due to the proper taxing authorities. The Consultant shall indemnify and hold the Client harmless from any assessments of such taxes and any interest and penalties imposed upon the Client by reasons of the Consultant's failure to pay such taxes.

This engagement involves the transfer of knowledge from the Consultant to the Client. If written materials are prepared by the Consultant for the Client, Consultant warrants that such materials shall be free of prior copyright restrictions and grants to the Client a Creative Commons Public License for the materials. Consultant recognizes the inclusion of Client’s name in any of the materials as confidential information and warrants not to include reference to the Client in any adaptations of the materials.

Consultant agrees to keep confidential and not to disclose to third parties any information either provided by the Client or as witnessed by Consultant during performance of Services pursuant to this Agreement unless the Consultant has received prior written consent of the Client to make such disclosure. This obligation of confidentiality does not extend to any information that:

1. was in the possession of the Consultant at the time of disclosure by the Client, directly or indirectly;
2. is, or shall become, through no fault of the Consultant, available to the general public; or
3. is independently developed and hereafter supplied to the Consultant by a third party without restriction or disclosure.

[End of Agreement]