

Public Safety Security Organization LLC.
for more information please contact

Jayson Cancel
or (718) 844 3504

Public Safety Security Organization LLC
CONTRACT FOR CONSULTANT SERVICES

1. **Parties.** The parties to this contract are the [_____], (hereinafter “Consultee” or CCustomer”) and (_____), (hereinafter “Consultant” or “Contractor”). an employee and faculty member of Public Safety Security Organization LLC (PSSO)
2. **Purpose.** The purpose of this contract is for the Consultee to engage Contractor to provide Consultant services for the Consultee. If other service requested specify _____
3. **Scope of Services.** Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit “A”, captioned “Scope of Services”, which is attached hereto and made a part hereof by reference. for the [REGION NAME or Facility Name AND ADDRESS] Region.
4. **General Terms and Conditions.** This contract is hereby made subject to the terms and conditions included in Exhibit “B”, captioned “Additional Terms and Conditions”, which is attached hereto and made a part hereof by reference.
5. **Period of Performance.** The Contract shall commence upon the approval, on this day _____, 20__, at the schedule agreed upon (See Exhibit C). If any Services were provided prior to the Effective date, this Agreement shall apply to such agreement and Services.
6. **Compensation and reimbursement.** In consideration of the services to be provided by Consultant to the Consultee hereunder, the Consultee shall pay to Consultant what's agreed upon in Exhibit C (see exhibit C).
7. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
8. **Modification.** No alteration or modification of this Agreement, including Exhibit A hereto, shall be valid unless made in writing and executed by Consultant and the Consultee and assented to by PSSO.

The parties acknowledge that the Services are personal in nature, and that from Consultant's perspective the specific identity of the Consultee, including its leadership, corporate culture, scientific staff and reputation, is material to Consultant's choice to enter into this Agreement.

Therefore the parties expressly agree that no party may assign this Agreement without the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

[Consultant's Signature]

[Date]

[Consultee]

By: _____
[Consultee Representative Signature]

Title: _____

Date: _____

Exhibit A- Description of Consulting Activities

Scope of Services:

WHEREAS, the Consultant, as a member Public Safety Security Organization (“PSSO”), is permitted to perform limited consulting services for companies, organizations groups individual etc, subject to the terms of Consultant’s employment relationship with PSSO and the applicable policies and procedures of PSSO;

WHEREAS, the Consultee desires that the Consultant provide advice and assistance to the Consultee in his or her area of expertise; and

WHEREAS, the Consultant desires to provide such advice and assistance to the Consultee under the terms and conditions of this Agreement;

Consulting Services

(a) Subject to the terms and conditions of this Agreement, the Consultee hereby retains Consultant as a consultant and technical advisor to perform the consulting and teaching services Consultant agrees, subject to render such Services during the term of this Agreement. Such services shall be limited to the area of expertise described here:

Field of expertise or inquiry (*define precisely*): (i.e consultee needs consulting on...)

Consultant shall render services hereunder at such times and places as shall be mutually agreed by Consultee and Consultant. Consultant’s commitment hereunder shall not exceed _____ business day(s) or other time frame as stated below or in the Exhibit C

Communications shall be made by Phone Email Mail or Meeting

Stipulate the estimated service to be provided: (attach additional paper if needed)

(b) the purpose of the Consulting is to provide review and advice relevant to the specific Consultee matter, and that neither Consultant nor Consultee will benefit if Consultant provides inaccurate advice or commentary based on insufficient information. To that end, Consultee shall provide Consultant, in advance of meetings, events etc. with accurate, unbiased and sufficient information for him to review and research for the subject matter thereof, and shall promptly provide further information that Consultant reasonably deems relevant to forming any pertinent conclusions relevant to the matter for discussion. It is expressly understood that Consultant has no fiduciary obligation to Consultee, but instead a contractual one described by the terms of this Agreement; that Consultant's role is to provide independent professional advice; and that service as a Consultant does not require him or her to be an advocate for Consultee or its products in any forum, public or private. Consultee expressly agrees that under no circumstances will this role be compromised or inaccurately represented. For any other services please attach here.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and understand Exhibit A.

[Consultant's Signature]

[Date]

[Consultee]

By: _____
[Consultee Representative Signature]

Title: _____

Date: _____

EXHIBIT “B”

ADDITIONAL TERMS AND CONDITIONS

Anti-assignment. Consultant acknowledges that it was selected to perform the services required hereunder based, in part, upon Consultant’s special skills and expertise. Consultant may not transfer this agreement, in whole or in part, without the prior written consent of the Consultee, which the Consultee may, in its sole discretion, approve or deny with reason. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Contractor may deem necessary. Consultee agrees that it may incur additional fees if a subcontractor is necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

Approval. It is understood that this contract requires approval by the Consultee through the signature of this contract. If this contract is not approved, it is void and no further action shall be made hereunder.

Attorneys’ fees and expenses. Subject to other terms and conditions of this agreement, Consultant and Consultee shall pay all of its own costs and expenses (including, without limitation, investigative fees, court costs, and attorney’s fees) incurred by enforcing this agreement. In addition, the Consultee shall reimburse Consultant for reasonable travel and other expenses Consultant incurs in connection with performing the Services. Consultee will accommodate Consultant’s request to arrange, (at Consultee’s expense,) all of the Consultant’s travel and accommodations in connection with such meetings if and when they occur.

Authority to contract. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of New York; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

Confidential information. “Confidential Information” shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the CCustomer. Each party to this agreement agrees to the following:

- i to protect all confidential information provided by one party to the other;
- ii to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law;
- iii except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and,
- iv to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the CCustomer shall result in the immediate termination of this agreement.

Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that contractor is a Limited liability corporation of the State of New York and is subject to the New York state limited liability corporation law. If a public records request is made for any information provided to contractor or CCustomer pursuant to the agreement, CCustomer or contractor shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

Contractor personnel. The CCustomer shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If the CCustomer reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to the CCustomer in a timely manner and at no additional cost to the CCustomer. The day-to-day supervision and control of Contractor's employees and subcontractors is the sole responsibility of Contractor.

Debarment and suspension. Contractor certifies to the best of its knowledge and belief, that it:

- a. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or CCustomer or any political subdivision or CCustomer of the State of New York;
- b. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- d. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- e. has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Disclosure of confidential information. Consultee shall not use Consultant's name or depiction, or the name, logos, trademarks, or depictions of PSSO, or any officer, director, employee, appointee, staff member of employee of either, without the prior written consent of PSSO, the individual, Consultee may accurately state that Consultant is a consultant to Consultee, and list his or her titles. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected

information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by New York State law.

Exceptions to confidential information. Contractor and the CCustomer shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:

- 1 is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
- 2 is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
- 3 is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- 4 is independently developed by the recipient without any reliance on confidential information
- 5 is or later becomes part of the public domain or may be lawfully obtained by the State or Contractor from any nonparty; or,
- 6 is disclosed with the disclosing party’s prior written consent.

Errors in extension. If the final price and the extension price are at variance, the extension price shall prevail.

Failure to deliver. In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the CCustomer, after due written notice, may procure the services from other sources only after the Contractor fails to remedy the failure within a reasonable time-frame specified by the CCustomer.

Failure to enforce. Failure by the CCustomer at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the CCustomer to enforce any provision at any time in accordance with its terms.

Final payment. as a condition before final payment under this contract, or as a termination settlement under this contract, Contractor and CCustomer shall execute and deliver to each other a release of all claims against each other arising under, or by virtue of, the contract.

Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, Contractor shall notify the CCustomer immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically

extend such dates for a period equal to the duration of the delay caused by such events, unless the CCustomer determines it to be in its best interest to terminate the agreement.

Data Protection: The parties acknowledge that access and distribution of personal information of the other party or its employees, agents or related parties may be necessary for the proper performance of the Services as set out in this Agreement. Both parties agree to use any personal information obtained through out the performance of this Agreement with care, in keeping with all applicable rules and regulations and to use such information only for the purpose of performing their duties as set out in this Agreement. **All data collected shall be confidential.**

Indemnification. To the fullest extent allowed by law, Consultee shall indemnify, defend, save and hold harmless, protect, and exonerate each other, its commissioners, board members, officers, employees, agents, and representatives, from and against all claims, demands, liabilities, suits, actions, damages, losses, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by either party and/or its partners, principals, agents, and or employees in the performance of this agreement.

Independent contractor status. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as the agent. Nothing contained herein shall be deemed or construed by the CCustomer, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the CCustomer and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the CCustomer or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the CCustomer and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the CCustomer. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the [CCustomer NAME], and the [CCustomer NAME] shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The [CCustomer NAME] shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor, including Worker's Compensation, normally provided by the CCustomer for its employees.

Intellectual Property

(a) Consultant and PSSO understand and acknowledge that Consultee will be providing access to proprietary and valuable information that Consultant might otherwise not receive. In addition, those parties also understand that should Consultant, in the course of providing Services, invent or participate in inventing modifications or improvements to Consultee technology, Consultee reasonably seeks to secure such improvements for its own use and practice. At the same time, Consultee understands and acknowledges that Consultant has pre-existing and on-going obligations to PSSO (including other obligations under, contracts, collaborative agreements, and participation agreement etc. assigning to PSSO all inventions. These obligations include a duty on the part of Consultant to disclose and assign to PSSO any inventions or other proprietary rights arising during the course of such employment and any overlapping consulting arrangements (including this Agreement), and an obligation to ensure that any consulting agreement he enters into is not in conflict with PSSO Policy on Inventions and Intellectual Property or in conflict with other PSSO commitments.

(b) In order to enter into this Agreement with Consultant, Consultee therefore further acknowledges and agrees that in the event that any conflict should arise between the duties set forth in this Agreement and

Consultant's obligations to PSSO, Consultant shall notify PSSO immediately, and that Consultant's obligations to PSSO shall take precedence over the terms of this Agreement.

(c) However, the parties agree that it is mutually beneficial that Consultant be able to participate fully in providing Services, as stated herein, without being obligated to constrain her or his comments or contributions based upon the complexities of applying these conflicting obligations to intellectual property ownership. Therefore, in order to reconcile these obligations, and promote Consultant's participation, during the term of this Agreement Consultant shall promptly report and simultaneously disclose to PSSO and the Consultee, or his or her designee, all inventions, improvements, modifications, discoveries, methods and developments, whether patentable or not, made or conceived by Consultant, or by Consultee under the Consultant's/PSSO direction, during the performance of this Agreement that result directly from Confidential Information provided by Consultee or Consultant pursuant to this Agreement and either embody Consultee or PSSO technology or are reduced to practice as a modification or improvement to Consultee or PSSO technology (hereby designated "Inventions"). Ownership of such Inventions, and any patent rights related thereto, shall reside with PSSO, or otherwise with Consultee but subject to a mandatory, cost-free license back to PSSO to use the Invention. If ownership lies with PSSO, then, provided such Inventions are not subject to prior conflicting obligations, Consultee shall have an exclusive option, following notice of Consultant's disclosure, to negotiate an exclusive world-wide license, on reasonable terms, to use, practice, license and sublicense rights under patents claiming such Inventions within a mutually agreed field of use. Consultant and PSSO will endeavor to disclose and license such Inventions pursuant to this Agreement.)

(d) The Consultant acknowledges that the Consultee does not desire to acquire any trade secrets, know-how, confidential information, or other intellectual property that the Consultant may have acquired from or developed for any third party, including PSSO. The Consultee agrees that in the course of providing the Services, the Consultant shall not be required to use or disclose any Third-Party IP, including without limitation any intellectual property of (i) any former or current employer, (ii) any person for whom the Consultant has performed or currently performs consulting services, or (iii) any other person to whom the Consultant has a legal obligation regarding the use or disclosure of such intellectual property.

Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the CCustomer and Contractor. Contractor and CCustomer acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the CCustomer or Contractor on the basis of draftsmanship or preparation hereof.

Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this agreement necessary.

No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor.

Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom

the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:[*name, title, contractor, address, and email*]

For the CCustomer:[*name, title, CCustomer, address, and email*]

Non-solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the CCustomer and Contractor.

Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the CCustomer and agreed to by Contractor.

Ownership of documents and work papers. contractor shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, Contractor shall deliver such documents and work papers to CCustomer upon termination or completion of the agreement if requested. The foregoing notwithstanding, CCustomer shall be entitled to retain a set of such work papers for its files. Contractor and CCustomer shall be entitled to use such work papers only after receiving written permission from each other and are subject to any copyright protections.

Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the signing officer. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

Quality control. Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the CCustomer.

Record retention and access to records. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the CCustomer or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

Renewal of contract. The contract may be renewed at the discretion of the CCustomer upon written notice to Contractor at least 14 days prior to each contract anniversary date for a period of however much successive periods under the same or similar prices, terms, and conditions as in the original contract and/or

subsequent contracts. The total number of renewal years permitted shall be **infinite** if no action is taken by the CCustomer the contract will automatically be renewed under the same/similar prices, terms, and conditions as in the original contract and/or subsequent contract at the discretion of the Contractor.

Recovery of money. Whenever, under the contract, any sum of money incorrectly given to contractor, shall be recoverable from or payable by Contractor to the CCustomer and vice versa, the same amount may be deducted from any sum due to Contractor or **CCustomer** under the contract or under any other contract between Contractor and the CCustomer. The rights of the CCustomer and **Contractor** are in addition and without prejudice to any other right the CCustomer and Contractor may have to claim the amount of any loss or damage suffered by the CCustomer or Contractor on account of the acts or omissions of Contractor.

Right to audit. Contractor and CCustomer shall maintain such financial records and other records as may be prescribed by the CCustomer or by applicable federal and state laws, rules, and regulations. Contractor shall retain these records for a period of three years after final payment, or until they are audited by the CCustomer, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the State, its designees, or other authorized bodies.

Right to inspect documents. The CCustomer may, at reasonable times, inspect the documents of business of a Contractor or any subcontractor which is related to the performance of any contract awarded by the CCustomer.

Safety. Consultant agrees to comply with all federal, provincial and territorial occupational health and safety laws, regulations and standards, and all involved parties safety rules of which Consultant will be given notice, regarding the performance of Services under this Agreement. Parties are responsible for immediately reporting accidents, injuries, and unsafe equipment, practices or conditions related to Consultant's performance of work for Consultee to the Authorized Representatives. Consultee is committed to keeping its workplaces free from hazards. Consultant authorizes Consultee to provide minor first aid to those individuals performing Services on behalf of Consultant hereunder, with the consent of the injured person, for injuries sustained on Consultee' property and vice versa. If Consultee believes immediate emergency care is necessary for an illness or injury to Consultant's, Consultant authorizes Consultee to call for ambulance service, and vice versa.

Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

Property. Contractor will be responsible for the proper custody and care of any CCustomer-owned property furnished for Contractor's use in connection with the performance of this agreement. Contractor will reimburse the CCustomer for any damage, caused by **employee's negligence**.

Termination This Agreement may be terminated by either party in the event the other party fails to perform its obligations hereunder on time, fails to assure timely performance, or otherwise fails to perform its material obligations; provided, however, that prior to such termination the terminating party notifies the defaulting party in writing at least ten (10) days in advance, states the reasons why the Agreement should be terminated and affords the defaulting party an opportunity to cure any alleged default during such ten (10) day notice

period. Either party may terminate this Agreement, upon notice and without liability, in the event the other party: (a) files a petition in bankruptcy; (b) has filed against it an involuntary petition in bankruptcy not dismissed within sixty (60) days; (c) consents to the appointment of a receiver, custodian, trustee or liquidator; or (d) dissolves, liquidates or makes a general assignment for the benefit of creditors.

Consultee may not terminate the Service to be performed hereunder, in whole or in part, unless any part of the services have not yet been rendered, by providing Consultant written notice of termination at least seven (7) days in advance, specifying the extent to which the Agreement is so terminated and the date upon which such termination becomes effective. Consultee shall have no liability for such termination except for liability for Services rendered or expenses to be owed/incurred by Consultant in accordance with this Agreement prior to the effective date of such termination and for which payment has not been made.

Upon termination of this Agreement, Consultant shall return to Consultee all copies of any Consultee data, records, or materials, of whatever nature and regardless of media. Parties shall also furnish each other with all works in progress or portions thereof. Within thirty (30) days following termination or expiration of this Agreement, Consultant shall submit to Consultee a termination proposal detailing the work completed and accepted by Consultee and the proposed value of such completed and accepted work. The amount due Consultant as a result of any termination hereunder will be as follows:

For Services performed on a firm-fixed-price (FFP) basis: The lesser of 1) a prorated portion of the overall Statement of Work price based on the percent of the work completed and accepted up to the date of termination or 2) actual hours expended under the Statement of Work at the Consultant's most favored rate for such consulting services, such hours to be supported with suitable records.

For Services performed on a time-and-materials (T&M) basis: Actual hours expended under the Statement of Work for accepted Services at the hourly rates set forth in the Statement of Work.

Upon payment of the agreed to termination settlement amount, Consultee shall thereafter have no liability or obligation to Consultant for any further compensation, fees, expenses or other payments related to this Agreement.

Third party action notification. Contractor and CCustomer shall give each other prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this agreement.

Unsatisfactory work. If, at any time during the contract term, the service performed or work done by either party is considered by the other to create a condition that threatens the health, safety, or welfare of the customers and/or employees, the Party shall, on being notified by the other, immediately correct such deficient service or work. In the event the other fails, after notice, to correct the deficient service or work in acceptable time, the party shall have the right to order the correction of the deficiency with its own resources at the expense of the other.

Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.

Disputes, The parties agree that prior to bringing any legal action upon any dispute or controversy between the parties arising under or in connection with this Agreement (“Dispute”) they will attempt to settle such matter through good faith negotiations. The parties acknowledge and agree that the foregoing shall not prevent a party hereto from seeking or obtaining injunctive, preliminary or provisional relief to enforce a party’s rights or to prevent immediate or irreparable harm to a party, including but not limited to the rights set forth in this agreement.

Communicaation. Any notice or other communication by one party to the other hereunder shall be in writing and shall be given, and be deemed to have been given, if either hand delivered or mailed, postage prepaid, certified mail (return receipt requested), or transmitted by facsimile, addressed as follows:

If to Consultant:

If to the Consultee:

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and understand all of Exhibit B.

By:_____

DATE[Contractor’s Name (person signing)]

[Contractor (name of company)]

By:_____

DATE[ccustomers Name]

[CCustomer’s Title]
[CCustomer Name]

EXHIBIT “C”

COMPENSATION

The Contractor will charge the rates listed below :

the Contractor will submit invoices electronically or by mail throughout the term of this contract to the designated CCustomer representative. Payments by the CCustomer shall be done so by check or deposited into the bank account of the Contractor’s choice and vice versa or by card. The Contractor and CCustomer understand and agree that any other fees shall be added when **necessary** and represented within an itemized invoice.

All payments shall be in United States currency.

The price amount for compensation shall be seen as fixed and final. however the contractor shall be entitled to adjust the rate or add costs at any time during the term of this Agreement before the start of the next payment period by written notice to the CCustomer in case the **contractor's** costs for the provision of the Services increase due to

- (i) increased labour costs or costs related to cars or other equipment provided,
- (ii) changes in insurance premiums and/ or
- (iii) changes in legislation or regulations relating to the Services. the [CCustomer NAME] may request services in an amount less than or in excess of the final total contract amount thereafter.

Registration of services is not complete until a contract is signed and the full payment of the initial agreed upon payment has been received. Payment not received before the agreed upon date will result in the immediate cancelation of all PSSO Services. a cancelation fee of any charges incurred by PSSO due to contacts, negotiations, preparations and or operations/services rendered with you or prospective client up to that point will be billed to you.

All Payments may be made by Check, Visa, MasterCard or American Express. A processing fee of 3% will be billed and charged to you for any debit or credit card transactions. A processing fee of \$25 will be charged for returned checks and the registration of services will be cancelled or postponed until a negotiable instrument (acceptable form of payment such as money order or cashier's check) is received. For additional information at any time contact PSSO at publicssorganization@gmail.com or use our contacts above.

There will be no refunds for cancellations made within 30 days of the agreed upon contract commencement date and there after. Notice of cancellation must be made via e-mail to publicssorganization@gmail.com. A cancellation acknowledgement will be sent within 3 working days and fees refunded within 10 working days, subject to this Refund policy, Payment Policy and Contract agreement. Where PSSO, offers a non-tangible irrevocable services we do not issue refunds once the order is accomplished. As a customer you are responsible for understanding this refund policy upon purchasing any product or services from PSSO. However, we realize that exceptional circumstance can take place with regard to the character of the product or services we provide, therefore PSSO reserves full discretion to make the determination whether a refund is appropriate.

Incremental pay time-frame	Pay Date	Total
1		
2		
3		
4		

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and agree to Exhibit C.

[Consultant's Signature]

[Date]

[Consultee]

By: _____
[Consultee Representative Signature]

Title: _____

Date: _____