



Gary Eikenberry Consulting

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Offer of Services

Between: Gary Eikenberry Consulting and *** (hereafter referred to as the client).
Re: Information Systems Consulting Services: &&&
Effective: %%% - %%%
Offer Date: %%%
Reference: CONS2005.00x

This document contains 2 pages and is not considered valid and complete with less than that number.

Upon signing by both parties, this document constitutes a Memorandum of Agreement.

Replace *** with client; &&& with project; %%% with dates, ## with rates and amounts in to two paragraphs

Gary Eikenberry Consulting agrees to provide Information Systems Consulting Services as specified below. In exchange for these services the client agrees to pay, upon invoice, an initial retainer of \$3,120.00 plus GST. At the beginning (based on the calendar date on which the agreement becomes effective) of each successive month during which this agreement remains in effect, Gary Eikenberry Consulting will issue a statement of account and an invoice for any unbilled balance in excess of all pre-paid amounts up to that date.^{1,2,3}

The fee-for-service rate in effect for the duration of this agreement will be \$ 650.00 \$540 NGO/NFP per day. For the purposes of this agreement, a day is defined as minimum of six (6) and a maximum of eight (8) contiguous working hours (excluding meals, breaks, etc.). A half-day rate of \$360.00 \$290.00 NGO/NFP (less than 6 contiguous hours) may also be applied as appropriate. For statement and billing purposes a month will be considered to extend from the %th calendar date of one month through the %th calendar date of the following month.³

Expenses, (not including normal office expenses) such as travel, printing and facility expenses, are not included in the above, and will be documented and billed at the same time fee-for-service statements and invoices are issued.^{4,5}

The duration of this agreement is subject to review and may be revised, upon mutual consent, to either extend it or terminate it, with a minimum of 2 full weeks advance notice.

Within 1 month following the conclusion of this agreement a final statement will be issued and unbilled amounts will be invoiced. Unexpended amounts are non-refundable.^{1,2,3}

Services covered by this agreement:

1. Consulting with the client or others designated by the client for the purpose of gathering and analysing information, and preparing and presenting recommendations as specified and authorized by the client. Consultation and related research may be conducted via electronic mail, the World Wide Web or other on-line methods, by telephone, on-site or by other means as deemed appropriate by both parties to this agreement.
2. Summary or report writing and the delivery or presentation of reports and/or recommendations, with the format to be specified by the client.

Services not covered by this agreement:

3. Computer program development and specification writing are outside the scope of this agreement, but can be quoted separately on either a fee-for-service or flat rate basis at the request of the client.⁶
4. Detailed systems analysis, acquisition, support, troubleshooting or training, not specified above, or on behalf of organizations or individuals not party to this agreement, are not covered.⁶

Availability:

5. This consulting services agreement guarantees the client priority consideration for scheduling purposes. While every reasonable effort will be made to accommodate the client's, requirements, availability cannot be guaranteed with less than one full week advance notice or 10 working days advance notice where overnight travel is involved.⁷

Notes:

1. Statements of account are issued based on daily or half-day activity logs. If more detailed statements are required notification must be given to Gary Eikenberry Consulting in advance and the additional administrative time will be charged against the account.
2. Prices quoted above do not include GST, which is added at the time of invoicing. Terms on all invoices, subsequent to preliminary invoices, are 15 days net from the date of issue. Preliminary invoices are payable upon receipt. Overdue invoices are subject to an additional charge of 1.5% per month on any unpaid balances. Gary Eikenberry Consulting reserves the right to withhold services on overdue accounts.
3. All dollar amounts above are quoted in Canadian dollars unless otherwise stated.
4. Any expense reimbursement guidelines, limitations or other restrictions must be made available, by the client, to Gary Eikenberry Consulting in written form before the expenses are incurred.
5. Expenses related to international travel are reimbursable in the Canadian or US dollar equivalents of the currency in which the original expenses are incurred.
6. Time required to develop proposals or offers of service covering services related to but outside the scope of this agreement will be covered by Gary Eikenberry Consulting and will not be charged against this agreement.
7. Gary Eikenberry Consulting may sub-contract or delegate to associates or staff specific tasks within the scope of this agreement, but, in so doing, assumes any and all related fees paid to sub-contractors, associates or staff, and may not bill the client for said fees without the prior, written consent of the client.

Exclusions:

8. Where detailed evaluation of end-user software is required, the client will assume or reimburse any end-user software acquisition or licensing costs.
9. Undocumented functions, features or tasks for any software, (listed or unlisted) or functions or operations, which exceed or violate licensed uses, are not covered by this agreement.
10. Installation, configuration or support of software to which the client does not hold a current valid licence is explicitly excluded.
11. Any activities which would place Gary Eikenberry Consulting or its staff or associates in violation of local, provincial (or state) or national laws, regulations or statutes or any activities which infringe upon the intellectual property rights of other parties are explicitly excluded.

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Upon signing by both parties, this document constitutes a Memorandum of Agreement.

This offer is valid until the end of business on %%%.

To accept this offer of services sign two copies of this document and return 1 copy to Gary Eikenberry Consulting. A preliminary invoice, payable upon receipt will be issued within one week of receipt of the signed offer.

For Gary Eikenberry Consulting

Date

for ***

Date