



**wellesley
consulting
group**

**PROFESSIONAL SERVICES
AGREEMENT**

This Agreement made effective this _____ day of _____, 20 _____

BETWEEN:

Wellesley Consulting Group - WCG (a division of 1000065 B.C. LTD.)

109 - 645 Fort Street, Victoria, B.C. V8W 1G2

t: 250.640.6406

e: info@wellesleyconsulting.ca

(Hereinafter referred to as the "Consultant")

AND:

INSERT NAME OF ORGANIZATION

c/o INSERT NAME OF AUTHORIZED REPRESENTATIVE

INSERT MAILING ADDRESS OF ORGANIZATION

t: +1.555.555.5555

e: info@organization.com

(Hereinafter referred to as the "Client")

WHEREBY IT IS AGREED AS FOLLOWS:

APPOINTMENT & AUTHORITY:

- A. Upon and subject to the terms of this Agreement, the Client appoints the Consultant in accordance with the Authorization Form dated _____ and Proposal dated _____, to engage in _____; and, any additional services that may be required or requested. The Client does not appoint the Consultant to: carry out duties related to day-to-day logistics or business management such as payment processing or scheduling; manage or participate in providing services to external

Initials _____

clients or organizations; manage or participate in any additional services the Client may provide to its customers or members; manage phone, e-mail, or standard mail communications except where they pertain to the general duties and responsibilities of the above; or, physically carry out any aforementioned services in any physical location(s) provided by the Client, unless otherwise agreed upon between the Client and Consultant.

- B. The purpose of the Agreement, in which the parties are aligned, is defined as: _____.
- C. The parties hereby agree that the services undertaken as part of the Agreement aligning with the authorization in Section A and the purpose in Section B are subject to _____, unless otherwise agreed upon between the parties.
- D. The Client and the Consultant will review the objectives and priorities at least once per quarter, and jointly amend the strategic directions as needed.
- E. The parties hereby agree that timelines are variable.
- F. The Client authorizes the Consultant to act on behalf of the Client specifically for the purposes of:
- INSERT SPECIFIC PURPOSES OF ENGAGEMENT AND SCOPE OF WORK/PRIORITIES.
 - Assisting the Client in communicating the strategies and processes developed with their staff and/or stakeholders; and,
 - Referring internal or external contacts to appropriate personnel at the Client's business/organization.
- G. The Consultant may be requested to perform other services related to the overall business strategy of the Client's business/organization, to be determined by the Client in consultation with the Consultant.
- H. The parties hereby agree that all communications and information related to the Client's business during the course of and pursuant to the Agreement are protected from disclosure, as the parties congruently signed a Non-Disclosure Agreement on _____.
- I. The Consultant agrees to solely represent the Client while conducting business on behalf of the Client's business/organization, unless otherwise agreed upon in writing between the parties.

- J. The Consultant agrees to provide the Client with a current copy of their Commercial General Liability/Errors and Omissions Insurance coverage, current Criminal Record Check for their principal representative(s), and a current WorkSafe BC Clearance Form/Letter of Good Standing upon request.
- K. The Consultant agrees to remain responsible for all appropriate fees (WorkSafe BC premiums, Employment Insurance, CPP, payroll tax, etc...) and reporting under their own organization.
- L. The Consultant shall provide their own smartphone (cellular phone - iPhone iOS 10+, Android OS 7.0+ device) for all out-of-office communication related to the Client's business. The Client reserves the right to impose device and data management policies, limited to activity related to the Client's business, upon the device(s).
- M. The Consultant reserves the right to request time-off related to other business, in consultation with the Client, for which no fee will be charged to the Client.
- N. The Consultant requires the Client to participate in communication by e-mail, text, phone, and/or teleconference every second week to: ensure joint targets, initiatives, and timelines are met for services under the Agreement; provide the Client with up-to-date reporting on activities, developments, initiatives; and, to provide the Consultant with up-to-date information on business/organizational activities and developments, in addition to information that may be pertinent to services provided under the Agreement.
- O. The Client agrees to inform the Consultant in a reasonable time frame when developments occur that may affect services provided under the Agreement.
- P. The Client agrees to assist the Consultant, where and when required, in locating and accessing materials and information that may be pertinent to the services provided under the Agreement, and to do so in a timely manner.

OWNERSHIP & DISCLOSURE

- A. All reports, records, documents and other materials prepared by the Consultant during the term of the Agreement shall be the property of the Client and remain so upon expiration or termination of the Agreement. Any use of the materials for unrelated projects without prior written approval from the Client is prohibited.
- B. Disclosure of the materials prepared by the Consultant during the term of the Agreement shall not occur without prior written approval from the Client.

Initials _____

- C. The Consultant shall keep all Client proprietary information, and that of the Client's customers/stakeholders, confidential during the course of and pursuant to this Agreement. Any use or disclosure of this information without prior written approval from the Client is prohibited in accordance with the terms of a Non-Disclosure Agreement signed by the parties on _____.

FEES & CHARGES: *(the Client shall pay the Consultant):*

OVERALL SERVICES & REMUNERATION

- A. A retainer payment of \$_____ CDN, plus any applicable taxes, shall be paid to the Consultant prior to commencement of the activities outlined in the Agreement.
- B. The retainer will be held in trust and invoiced for/withdrawn for agreed-upon and/or eligible expenses under the terms of the Agreement.
- C. Eligible expenses shall include travel (mileage, accommodation, rental car, etc... as outlined in the Fee Schedule provided as Appendix A of the Agreement) or hourly rates connected to the permitted purpose.
- D. A fee of \$250.00 CDN per hour will apply for all services and work undertaken as part of successful proposals/applications for funding that outline deliverables for which the Consultant will be responsible.
- E. A fee of \$250.00 CDN per hour will apply in cases where additional work is requested and will be billed in accordance with this clause and the Fee Schedule provided as Appendix A of the Agreement.
- F. A flat rate fee may be agreed upon between the Client and the Consultant in the acceptance of an estimate/quote that will serve to supersede Sections D and E unless otherwise agreed upon between the Client and the Consultant.
- G. Remuneration of 10.00% of the net payable amount (less taxes, fees, applicant contributions or cost sharing) of all successful proposals/applications for funding submitted in whole or in part by the Consultant shall be paid to the Consultant upon receipt of approval of funding by the organization or partner. Proposals/applications for funding that outline deliverables for which the Consultant will be responsible will not be eligible under this clause. The preparation and submission of proposals/applications for funding will not be subject to fees outlined in Sections D, E, and F, or in the Fee Schedule provided as Appendix A of the Agreement. For the purposes of

the Agreement and assessing eligible proposals/applications for funding to be subject to remuneration of 10.00% of the net payable amount, proposals/ applications for funding refer to grants, awards, donations, contributions, gifts, and sponsorships in the form of actual currency, and do not refer to in-kind, real estate, capital assets, or other non-financial assets acquired as a result of successful proposals/applications for funding.

- H. Fee for service items above and beyond the scope of the Agreement, as well as incidental expenses shall be paid to the Consultant in accordance with the Fee Schedule provided as Appendix A of the Agreement. The Fee Schedule is updated annually, and the most recent version shall be deemed correct. An invoice for fee for service items and/or incidental expenses including supporting documentation/ receipts shall be provided when incurred and where applicable.
- I. The Consultant shall provide the Client with an invoice for any and all services or fees payable under the Agreement on the first (1st) day of each calendar month, upon signing of the Agreement, or upon completion of the items outlined, whichever applies and is deemed to be suitable by the Client in consultation with the Consultant.
- J. The Consultant and its employees, agents, representatives, and/or advisors agree to comply with all local, Provincial, and Federal laws relating to the Client. The Consultant shall indemnify and hold harmless the Client and its directors, officers, employees and/or agents from any loss or damage suffered by the Client as a result of the Consultant failing to observe or perform any covenant or obligation pursuant to the Agreement.
- K. Upon prior Client written approval, the Consultant may sub-contract duties from time-to-time. The Consultant must provide a profile of the selected sub-contractor, to which the Client has the final right of approval for the continuance of any such sub-contracting relationship. All employees, agents, representatives, and/or advisors under the direct management of the Consultant are bound by the same terms described in the Agreement, as well as the Non-Disclosure Agreement signed by the parties on _____.
- L. Bills shall be considered due upon invoice receipt. A monthly charge of 2.00% interest will be applied to the outstanding balance. This late charge is applicable to the unpaid balance as of the due date.

- M. All contracts or agreements with the Consultant are entered into in the Province of British Columbia. Should it be necessary to collect on outstanding charges, any interest, penalties, legal fees, collection agency fees, or other costs incurred by the Consultant in an attempt to collect on past-due accounts will be added to the total amount owed by the Client. All disputes, claims, questions or controversies between the parties to the Agreement arising out of or relating to the Agreement shall be referred to and finally resolved by arbitration administered by the Arbitration Act (British Columbia). The number of arbitrators shall be one (1). The legal place and seat of arbitration shall be Victoria, British Columbia. Except as may be necessary to enforce the Agreement to arbitrate or to seek interim measures of protection or to enforce any award, unless the arbitrator otherwise directs the parties shall keep in strictest confidence and shall not disclose to any other person, the fact that an arbitration has been commenced, all evidence presented during the arbitration, and the existence and content of any award. Where there exist multiple and contemporaneous disputes, claims, questions or controversies that are required to be referred to arbitration pursuant to the Agreement or that are required to be referred to arbitration pursuant to any other Agreement among the parties, the parties consent and agree that all arbitration proceedings concerning such disputes, claims, questions or controversies shall be consolidated and combined into a single arbitration before a single arbitrator who shall, if an arbitrator has already been appointed, be the arbitrator who was first to accept an appointment, unless that arbitrator determines, in his or her sole discretion, that such consolidation and combination is impractical or would result in undue prejudice to any party. Without limitation, the arbitrator shall have the power and jurisdiction to grant statutory relief, provided however that, if it is determined by the arbitrator, or by a court having jurisdiction to make such a determination, that for any reason the arbitrator does not have the power to grant a statutory remedy, nothing in the Agreement to arbitrate shall prevent any party from seeking any statutory remedy from a court of competent jurisdiction.
- N. Should any part of this Agreement be deemed unenforceable in a court of law within the Province of British Columbia, the Agreement as a whole shall be terminated immediately.

GENERAL MATTERS

- A. In any event, the Consultant will use professional discretion, ensure neutrality and fairness, and exercise their best judgment while conducting activities under the Agreement. The Client agrees that given the nature of the scope of work, no assurance can be given as to the outcome of any services therein.
- B. As each matter carries its' own novelties and complexities, levels of magnitude or the degrees of skill required, cooperation of the parties, timeliness of responses and submissions of documents and supporting materials, firm completion dates and outcomes are never provided. While rough timelines and progress updates will be provided, these should be considered fluid due to the number of potential scenarios that could arise.
- C. The parties hereby agree that specific timelines may vary, but those timelines will be determined in consultation between the parties and amended as necessary by joint agreement of the parties.

TERMINATION

- A. For the purposes of this Agreement, "cause" whereby either party may terminate the Agreement in its entirety immediately shall be defined as: any single material breach of any of the terms of the Agreement; misrepresenting the Client or the Consultant or providing false information to any party; representing the Client or the Consultant or providing information without express permission; or, any one (1) serious infraction such as theft, fraud, assault, harassment, undisclosed conflict of interest, wilful misconduct, or otherwise untoward or threatening behaviour by either party.
- B. The Client and the Consultant reserve the right to terminate this Agreement at any time, with cause.
- C. The Client and the Consultant reserve the right to terminate this Agreement at any time, without cause, by providing the other party one (1) month's written notice thereof. Such notice shall be given on the first (1st) day of any calendar month.
- D. Should the Consultant terminate the Agreement without cause, they agree to return any retainer/deposit paid by the Client in full. Any monies deemed to be fee for service or as part of any rate structure within the Agreement will not be forfeited.
- E. Should the Client terminate the Agreement without cause, they agree to forfeit any retainer/deposit paid to the Consultant, and will pay the Consultant any monies

deemed to be fee for service or as part of any rate structure within the Agreement excluding any unearned bonuses, commissions, or unapproved expenses.

All contracts or agreements with the Consultant are entered into in the Province of British Columbia, with terms and obligations effective internationally in digital and physical form(s).

THIS AGREEMENT shall commence on _____ and shall serve as a binding contract. The Agreement shall terminate upon completion of the activities therein and/or by joint agreement of the Consultant and the Client. The Consultant agrees to provide a copy of the Agreement, fully executed and countersigned, to the Client. The Consultant shall retain the original copy of the Agreement.

By signing below, the Client and the Consultant acknowledge their understanding of, and their agreement to, the aforementioned terms of the Agreement:

WELLESLEY CONSULTING GROUP (WCG) (a division of 1000065 B.C. LTD.)
the "Consultant"

c/o INSERT AUTHORIZED REPRESENTATIVE

Date: ____ / ____ / ____
MM DD YYYY

INSERT NAME OF ORGANIZATION
the "Client"

c/o INSERT AUTHORIZED REPRESENTATIVE

Date: ____ / ____ / ____
MM DD YYYY

Initials _____

APPENDIX A

Wellesley Consulting Group (WCG) 2023 Fee Schedule

All services above and beyond those agreed upon in a Professional Services Agreement, or services that make reference to the Individual Fee Schedule, are subject to the following fees:

REGULAR HOURLY RATE	\$250.00
TRAVEL HOURLY RATE	\$125.00
MAXIMUM DAY RATE	\$2,000.00

EXPENSES

AIR TRAVEL	Air travel costs are to be prepaid by the client prior to the start of travel. If expenses are not prepaid by the client, a 10.00% service charge will be applied.
HOTEL	Hotel costs are to be prepaid by the client. If expenses are not prepaid by the client, a 10.00% service charge will be applied.
RENTAL CAR	Rental car costs are to be prepaid by the client. If expenses are not prepaid by the client, a 10% service charge will be applied.
MEAL ALLOWANCE	Breakfast: \$21.90 Lunch: \$22.15 Dinner: \$54.40 Daily: \$98.45
MISCELLANEOUS TRAVEL EXPENSES	Taxis, ferries, parking, postage, long distance phone charges and related expenses will be billed at the conclusion of the trip.
MILEAGE	\$0.68/km
PHOTOCOPIES	\$0.10/page
SECURE DATA STORAGE	\$1.00/GB

*Rates are for work performed during normal working hours (Monday-Thursday 8:30 am to 4:30 pm PST). For emergency assistance, jobs which must be completed over the weekend, or consulting outside of normal working hours, 1.5 rates will apply.

**All rates listed on this schedule are in Canadian funds.

Initials _____

TERMS

An invoice and statement will be provided to the client at the end of each calendar month or upon completion of the contract/project, whichever comes first, or as agreed upon by the client and WCG. A retainer/deposit for the full amount included in a proposal/quote/estimate, as well as a contingency retainer of 25.00%, where applicable, must be paid prior to the start of service.

Payment is due upon receipt of invoice. Bills shall be considered delinquent if unpaid for more than 30 days after their issuance. Should they remain unpaid after 30 days, a monthly charge of 2.00% compounding interest will be applied to the outstanding balance. This late charge is applicable to the unpaid balance as of the due date.

Clients are asked to provide valid credit card information. If payment is not received within 60 days of receipt of invoice, the outstanding charges will be billed to the credit card.

All contracts or agreements with Wellesley Consulting Group (WCG) are entered into in the Province of British Columbia. Should it be necessary to collect on outstanding charges, any interest, penalties, legal fees, collection agency fees, or other costs incurred by WCG in an attempt to collect on past-due accounts will be added to the total amount owed by the client.

Clients will sign a Professional Services Agreement between WCG and their firm, company, or organization additionally agreeing to the above terms. Said agreement will serve as a binding contract.

Initials _____