



## CONSULTANT AGREEMENT

### RECITALS

**MANTEC, Inc. (“MANTEC”)** has contracted with the Commonwealth of Pennsylvania (the “Commonwealth”) to serve as an Industrial Resource Center (IRC) pursuant to the guidelines established by the Pennsylvania Department of Commerce to provide technical and manufacturing assistance to manufacturers (the “Clients”) having facilities within the **MANTEC** region of designation.

In that capacity, **MANTEC**: (a) develops proposals for Clients’ projects to improve Clients’ productivity and competitive ability (the “Projects”); (b) facilitates such Projects through project management by recommending Projects to Clients and assists Clients to engage consultants to work with Clients on such Projects; and (c) subsidizes Projects with grant monies from the Commonwealth which **MANTEC** administers.

\_\_\_\_\_ (the “Consultant”) has requested **MANTEC** approve the Consultant as a **MANTEC** Consultant who will be ready, willing and able to serve as a consultant to one or more Clients on one or more Projects within Consultant’s identified areas of expertise and under the terms and conditions contained hereinafter.

**MANTEC** has agreed to designate the Consultant as a third party **MANTEC** Associated Consultant.

### AGREEMENTS

NOW, THEREFORE, with the foregoing Recitals being hereinafter incorporated by reference and deemed an essential part hereof, and intending to be legally bound hereby, the parties mutually agree as follows:

#### **1. DESIGNATION OF CONSULTANT AS A MANTEC ASSOCIATED CONSULTANT.**

The Consultant hereby authorizes **MANTEC**; and **MANTEC** agrees to list the Consultant as a **MANTEC** Consultant and, as appropriate and in **MANTEC**’s sole discretion, recommend the Consultant to one or more Clients that has requested **MANTEC**’s assistance in developing a Project.

- a. As a condition to becoming a **MANTEC** Consultant, Consultant has:
  - i. Completed the standard **MANTEC** Consultant Questionnaire (The Questionnaire), which is confidential, in its entirety including the Consultant’s resume or curriculum vitae.
  - ii. Provide **MANTEC** with such other information as **MANTEC** may have reasonably requested.
- b. Consultant authorizes the release to **MANTEC** of all information including, without limiting the foregoing generality, references, educational and employment records, for purposes of determining whether to approve Consultant as a **MANTEC** Consultant. If requested, Consultant will sign a release of liability in favor of any former employer or client of Consultant for the purposes of obtaining information concerning Consultant’s qualifications.
- c. Consultant consents to the disclosure of the above described information to **MANTEC** and the disclosure by **MANTEC** of such information and/or a copy of this Agreement, with Exhibits, to one or more Clients to whom **MANTEC** is considering referring Consultant for purposes of such Client evaluating Consultant’s suitability to consult on one or more Projects. Consultant hereby releases **MANTEC** and the Commonwealth from any and all liability that may arise as a result of such disclosure.

**2. AREAS OF EXPERTISE, LICENSES, INSURANCE.**

- a. Consultant and **MANTEC** have agreed upon the area or areas of expertise in which Consultant is qualified to render consulting services via the Questionnaire.
- b. Consultant is responsible to carry own liability insurance coverage(s) for any claims rising out of the practice of Consultant's profession or for the consulting activities for which **MANTEC** would list Consultant as a **MANTEC** Consultant. Consultant will provide evidence of such insurance coverage satisfactory to **MANTEC**. Following is the insurance information. [If not applicable, answer N/A.]
  - i. Insurance Company \_\_\_\_\_ Coverage Amount/Limits \_\_\_\_\_  
Policy Number \_\_\_\_\_ Inception Date \_\_\_\_\_ Expiration Date \_\_\_\_\_
- c. If Consultant is a corporation or partnership, Consultant's workers' compensation insurance is with the below named insurer and has the limits set for the below. If requested, Consultant will provide valid certificates of insurance satisfactory to **MANTEC**. [If not applicable, answer N/A.]
  - i. Insurance Company \_\_\_\_\_ Coverage Amount/Limits \_\_\_\_\_  
Policy Number \_\_\_\_\_ Inception Date \_\_\_\_\_ Expiration Date \_\_\_\_\_
- d. Insurance of and for the Consultant is the sole responsibility of the Consultant. Under no circumstances, implied, verbal or written is **MANTEC** or the Commonwealth responsible for the purchase of Consultant's insurance coverage or any obligation for judgment resulting from the Consultant's lack of insurance coverage regardless of the reason.
- e. Consultant agrees to notify **MANTEC** of any material change in Consultant's answer to the Questionnaire, Consultant's curriculum vitae and/or insurance or other information furnished to **MANTEC** under Section 1 or 2.
- f. Consultant is responsible for obtaining all tax identification, designations and sales tax license if applicable, and further agrees to be responsible for payment of all taxes pertaining to consultant business. Any services that require a Pennsylvania sales tax to be collected is the responsibility of the Consultant. **MANTEC** has elected not to claim any resale exemption for the remittance of sales tax. Consultant will provide evidence of tax designation to **MANTEC** if requested.

**3. CONSULTANT IS INDEPENDENT CONTRACTOR ENGAGED BY CLIENT.**

Consultant acknowledges that **MANTEC** serves in the capacity of developing Project proposals for Clients and suggests one or more **MANTEC** Consultants to carry out such Projects. Consultant further acknowledges that:

- a. **MANTEC** will not retain Consultant in any capacity. The Consultant shall at all times be an independent contractor with the sole authority to control and direct the performance of the details of any consulting services provided to any Client to which Consultant is referred by **MANTEC**. Consultant is not, and will not hold him/her/itself out as, an agent, representative, joint venturer, partner or employee of **MANTEC**.
- b. This agreement is personal to Consultant. No part or portion of this agreement, nor any of Consultant's obligations under any contract, commitment or other agreement with any Client may be delegated, assigned or subcontracted by Consultant without the prior written consent of **MANTEC** and, as the case may be, the Client.

**4. CONFIDENTIALITY.**

- a. As part of the consideration for this Agreement, Consultant has executed and delivered to **MANTEC** a Non-Disclosure Agreement which protects Confidential Information (as defined therein) concerning **MANTEC** or its clients.

## 5. CONFLICT OF INTEREST.

- a. Consultant acknowledges that prior to entering into any contract with any Client and/or commencing any work for any Client, Consultant will fully disclose in writing to the Client and **MANTEC** the nature and substance of any conflict of interest in respect of such Client, its business or the particular Project for which Consultant is being considered. As used herein the term conflict of interest means any existing or potential financial or other material interest which impairs or might appear to impair Consultant's independence, objectivity of judgment in the discharge of Consultant's responsibilities to such Client or the existence of circumstances whereby Consultant may receive a financial or other material benefit from knowledge of Client Information, Client's business or the Project. If a conflict of interest exists in respect of a Client or Project, Consultant agrees that he will decline to accept any engagement for such Client or for such Project.
- b. Consultant has full power and authority to execute this Agreement and to serve as a **MANTEC** Consultant. Neither this Agreement nor any services that Consultant may be called upon to render to any Client or on any Project as a **MANTEC** Consultant violates, conflicts with, or constitutes a default under any commitment, agreement, order or other obligation to which Consultant is a party.
- c. Consultant agrees that the sale of personal or real property directly or indirectly by Consultant to a Client while Consultant is working on a Project for such Client is expressly prohibited without the prior written consent of **MANTEC**.

## 6. RECORD KEEPING.

Consultant agrees to cooperate with **MANTEC** in managing, reviewing, evaluating and surveying all Projects and **MANTEC** services, including, without limiting the foregoing generality, the following:

- a. Consultant will keep accurate records of time expended in performing the agreed Project services and any reasonable business expenses incurred in connection with such Project. Consultant shall provide such documentation as **MANTEC** may reasonably request and shall invoice not more frequently than monthly for Project professional services rendered and applicable expenses.

Expenses will be reimbursed by **MANTEC** for the exact out-of-pocket costs incurred in the authorized travel required to perform the Project. Mileage reimbursement will not exceed the maximum allowed by the IRS and reasonable documentation in the form of receipts or other supporting documents will be made available upon request. Expenses shall be categorized into the following expense categories: mileage, tolls and parking, hotel, meals, and air travel. Other categories may be approved prior to start of Project upon written request.

The consultant is responsible for payment of all required taxes to the federal, state or local agencies as it pertains to this project. All invoices submitted by Consultant will have the complete Consultant name and address, Client name, **MANTEC** Project number, period of time invoiced, and invoice date stated on them. Payment terms are Net 30 days.

- b. Consultant agrees to maintain, at its principal office or place of business, for a period of six years from the date of termination of each Project, full, accurate, and verifiable records to document all Project activities and expenditures. Such documentation shall include invoices, canceled checks, time cards or reports, salary and other expense allocation calculations, etc. Free access during normal business hours to these original records, copies thereof, and associated documents shall be granted to **MANTEC**, its employees and authorized designees of the Commonwealth upon written request with reason for such examination.
- c. **Reporting Relationship to MANTEC.**  
The Consultant agrees that **MANTEC** is the contractor for the Commonwealth with respect to IRC state grant funding. As such, **MANTEC** has contract and project management responsibilities with the authority for the administration of a Project.

The Consultant agrees, at **MANTEC's** request, to provide a final report to **MANTEC** for the Client at the conclusion or termination of the project. In addition, Consultant agrees to prepare such interim, periodic, special or benchmarking reports as **MANTEC** may request.

## **7. WARRANTY.**

The Consultant warrants and guarantees that all work performed by Consultant shall be performed and completed in accordance with the highest professional standards and will be satisfactory and acceptable to **MANTEC**.

## **8. PROPRIETARY MATERIAL AND DISCOVERIES.**

It is expressly understood that **MANTEC** has no responsibility whatsoever with regard to proprietary material and discoveries. Consultant agrees to indemnify and hold **MANTEC** harmless against all loss, liability damage and expense caused by or connected with proprietary material and discoveries involved in any Project for which Consultant is engaged.

## **9. INDEMNIFICATION**

Consultant agrees as part of this Agreement to save, to indemnify and hold **MANTEC** harmless against all loss, liability, damage and expense arising from or in connection with any services rendered by Consultant for any Client or on any Project.

## **10. CONTINGENT STATE FUNDING**

Consultant agrees that all grants made or contracts entered into by **MANTEC** with grant funds are entirely contingent upon the availability of funding from the Commonwealth and will only be in force should said funds be available to **MANTEC** from the Commonwealth for purposes described within this document. **MANTEC** reserves the right to provide similar services without Commonwealth grant money where special cases warrant, at the discretion of **MANTEC**.

“The Commonwealth of Pennsylvania and its agencies, officers, employees and agents are not parties to this contract. Consequently, you have no right pursuant to this contract for breach of this contract against the Commonwealth of Pennsylvania, its agencies, officers, employees and agents. You are also on notice of the terms and conditions of the Agreement between the Commonwealth of Pennsylvania and **MANTEC** including those provisions providing for the termination of the Agreement between the Commonwealth of Pennsylvania and **MANTEC** by the Commonwealth of Pennsylvania.”

## **11. TERMINATION**

- a. **MANTEC** may terminate funding for any Project at any time without notice as follows:
  - i. if **MANTEC** is notified by the Commonwealth that funding of **MANTEC** is or will be terminated or suspended
  - ii. if the Client fails to pay in full and when due any invoice submitted to it by **MANTEC**
  - iii. if the Client terminates the Project by written notice
  - iv. if Consultant violates any representation, warranty or covenant contained herein or if any information furnished by Consultant to **MANTEC** shall have been false or misleading in any material respect as of the time made or furnished
- b. The engagement of Consultant for a Project will terminate simultaneously with the completion or earlier termination of such Project. Upon termination of a Project to which Consultant is assigned, payment to Consultant shall be limited to fees for services rendered and expenses incurred to date of termination.
- c. **MANTEC** may terminate this Agreement and its designation of Consultant as a **MANTEC** Consultant if Consultant violates any representation, warranty or covenant contained herein, fails to comply with any applicable law or regulation, or if any information furnished by Consultant to **MANTEC** shall have been false or misleading in any material respect as of the time made or furnished.

d. Consultant's obligations under this agreement shall survive the termination of this Agreement.

e. **Authority.**

The undersigned warrants that he or she is fully authorized to execute this agreement on the part of Consultant, and, intending to be legally bound hereby, further certifies and warrants that the information provided and the covenants and warranties contained herein are true, accurate and complete.

**CONSULTANT**

Date \_\_\_\_\_

Print Company Name \_\_\_\_\_

Accepted By Consultant Signature (**Please sign**) \_\_\_\_\_

Accepted By Consultant Name (**Please print**) \_\_\_\_\_

Consultant Title (Please print) \_\_\_\_\_

Witness \_\_\_\_\_

**MANTEC, Inc.**

Accepted By MANTEC Signature (**Please sign**) \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By MANTEC Name (**Please print**) \_\_\_\_\_

Its – MANTEC Title (Please print) \_\_\_\_\_