

**PROJECT AGREEMENT**

**Statement of Work between CONTRACTOR and Will Holmes Consulting**

**CONTRACTOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CLIENT: Will Holmes Consulting**

**Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**1. GENERAL**

This Statement of Work (“SOW”) is between CONTRACTOR and Will Holmes Consulting, LLC (“CLIENT”). This Statement of Work (“SOW”) sets forth the services to be provided by Contractor to CLIENT and may be modified or amended only by written agreement signed by duly authorized representatives of both parties.

**2. DESCRIPTION OF SERVICES/ DELIVERABLES TO BE DELIVERED BY CONTRACTOR**

Contractor shall provide CLIENT the following services and deliverables:

Description of Services:

Deliverables for this project:

**3. CLIENT’S RESPONSIBILITIES**

**4. CONTRACTOR RESOURCES**

CLIENT may review and approve any of Contractor’s personnel used to provide the services and deliverables set forth herein. In the event CLIENT does not approve of Contractor personnel, Contractor shall provide CLIENT with a substitute resource for review and approval in a timely manner.

**5. START/ END DATES**

Start: \_\_\_\_\_\_\_\_\_\_\_\_\_

End: \_\_\_\_\_\_\_\_\_\_\_\_\_

**6. FEES AND EXPENSES/ INVOICING**

Total of $\_\_\_\_\_\_\_

Explanation of pricing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hours- \_\_\_\_\_\_\_\_\_\_\_\_

Rate per Hour- \_\_\_\_\_\_\_\_\_\_\_\_\_

Total Hours- \_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACTOR will digitally submit invoices on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment terms are net 30 calendar days. Invoices should be sent electronically to grow@whcusa.com.

**7. TERMINATION**

If CLIENT determines that CONTRACTOR’S services are no longer needed before administration of services, CLIENT can end this agreement at that time. If services have been administered, CLIENT shall be liable only for partial payment based on the percentage of deliverables provided to CLIENT.

**8.** **NON-DISCLOSURE**

CONTRACTOR will treat all documents and email lists received from CLIENT or participants as confidential and keep all documents submitted by CLIENT or participating project partners in a secure online folder provided by CLIENT during the project. Additionally, Will Holmes Consulting does not give up or share any rights or ownership of Will Holmes Consulting’s copywritten material, videos, or curriculum. Will Holmes Consulting maintains all rights and ownership to the work provided by CONTRACTOR during this project.

**9. SIGNATURE**

IN WITNESS WHEREOF, the parties do hereby execute this SOW by duly authorized officials

as of the Effective Date:

**CLIENT CONTRACTOR**

By: **WILL HOLMES CONSULTING** By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_