



SAVE International

136 South Keowee Street, Dayton, OH 45402 USA

T: (937) 224-7283 F: (937) 222-5794

Email: info@value-eng.org URL: www.value-eng.org

Pro Forma Form of Agreement for Value Consulting Services

This document is provided at no charge to organizations and Agencies considering the retention of a value consultant. The document is provided as a guideline only. The responsibility for modifying the document and producing a specific Form of Agreement resides entirely with the organization, agency or individual producing such document. SAVE International assumes no liability of any kind for the use of this document. Users should review their specific needs and discuss the scope of work with their value consultant(s) to create a final scope of services appropriate to their specific needs. Users use this document at their own risk and are urged to consult their legal advisors to address any legal or contractual issues that may be relevant in their specific jurisdictions.



THIS AGREEMENT is made this INSERT DAY day of INSERT MONTH, 20xx

BY AND BETWEEN

INSERT NAME OF CLIENT

(hereinafter called the "Client")

AND

INSERT NAME OF VALUE CONSULTANT

(hereinafter call the "Value Consultant")

WHEREAS, the Client desires to enter into an agreement with the Value Consultant whereby the Value Consultant will provide professional services as described more fully in Exhibit "A annexed hereto (the "Services") as they relate to:

Insert description of project, product, system or study object (the "Assignment")

AND WHEREAS, the Value Consultant agrees to provide such services and the Client agrees to compensate the Value Consultant for such services on the following basis:

Insert Basis of Compensation and Agreed Budget

NOW, THEREFORE, the parties hereby agree to the following Terms and Conditions:

1. This agreement will commence on Insert Commencement Date (Commencement Date)
and continue in effect until Insert Completion Date (Completion Date).
2. The Value Consultant is authorized to perform such services as described herein in accordance with the Terms and Conditions of this Agreement. The Value Consultant warrants that such services will be rendered with the degree of care, skill and diligence normally provided on work of similar nature and in conformity with best management practices as published from time to time by SAVE International.
3. The Client agrees that it retains the full responsibility for acting upon any of the value suggestions that may arise from the Assignment. The Client agrees to indemnify and save harmless the Value Consultant from any and all actions arising from the execution of any and all of the value suggestions that may arise from the Assignment.



4. All work is to be undertaken under the direction of the Client as represented by the Assignment Manager or a designated representative. The Value Consultant acknowledges that overall authority, general direction, policy decisions and responsibility for coordination of Services resides with the Client. However, without limiting the generality of the foregoing, the Value Consultant may, in its sole discretion, determine the method, manner and timing by which Services will be provided under this Agreement. The Value Consultant will comply at all times during the term of this Agreement with all reasonable requests, rules and policies of the Client in connection with providing the Services.
5. The Value Consultant is not an agent of the Client and may not bind or commit the Client in any way without prior written authorization.
6. The Value Consultant acknowledges and agrees that all information related to the operations of the Client, including but not limited to financial information, internal communications, correspondence, minutes of meetings, operating practices, Client lists, software and Assignment-related information is to be considered confidential and not be disclosed to third parties or used to the personal advantage of the Value Consultant without the prior written consent of the Client provided however that the Value Consultant may divulge the general nature of the assignment and the name of the Client for business development purposes.
7. All materials and property of the Client used by the Value Consultant for the purposes of carrying out this Assignment are to be returned promptly upon termination or completion.
8. The copyright for all work completed by the Value Consultant pursuant to this Agreement shall be assigned to the Client.
9. The Value Consultant will comply with all statutory and other legal requirements in the performance of services under this Agreement, and agrees to indemnify and save harmless the Client in respect of any costs, penalties, damages or payments of any nature or kind whatsoever which the Client may be directed to pay as a result of the Value Consultant's failure to do so.
11. This Agreement may be terminated by either Party without cause at any time prior to the Completion Date by delivering written notice to the other Party one (1) month in advance. The Value Consultant shall be entitled to compensation upon termination of the Agreement for services provided up to the date of termination provided that the Value Consultant mitigates expenses during the notice period.
12. This Agreement may be terminated immediately, without further obligation, by either party for cause.
13. The Value Consultant may not assign any portion of the work without the prior consent of the Client expressed in writing.
14. This Agreement constitutes the entire agreement and understanding between the parties and all other prior agreements, whether oral or written, are superseded by this Agreement.
15. This Agreement shall be interpreted in accordance with the laws of **Insert Jurisdiction**.
16. All disputes arising out of or in connection with this Agreement must first be addressed with the assistance of a mediator mutually acceptable to both parties, or if that is not possible, a mediator who is not in any way financially interested in the businesses of the parties to the Agreement appointed by an accredited arbitration centre, who will review the dispute within 21 days from the date notice of the dispute is made, or longer if mutually agreed by the parties. The cost of the mediation process is to be borne by the respective parties or shared as determined by the mediator.



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IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first written above.

Witness

Value Consultant

Witness

Client



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EXHIBIT "A"

SERVICES

Insert Request Value Consultant's Proposal