

AGREEMENT FOR RESEARCH AND DEVELOPMENT TAX CREDIT STUDY SERVICES

This Agreement for Research and Development Tax Credit Study Services (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Provider: _____, with a principal place of business at _____ ("Provider"), and

Client: _____, with a principal place of business at _____ ("Client").

1. PURPOSE & SCOPE OF SERVICES

Provider shall perform a Research and Development (R&D) Tax Credit Study (the "Study") for Client for the taxable year(s) ending _____. The scope of services includes:

1. Evaluating Client's business activities to identify potential Qualified Research Activities (QRAs) as defined under Internal Revenue Code (IRC) Section 41 and Section 174.
2. Identifying and quantifying Qualified Research Expenses (QREs), including qualified wages, supplies, and contract research expenses.
3. Gathering, organizing, and analyzing contemporaneous documentation to support the identified QREs and activities.
4. Calculating the federal and, if applicable, state R&D tax credits.
5. Delivering a final report summarizing the methodology, findings, calculations, and supporting documentation (the "Deliverable").

2. CLIENT RESPONSIBILITIES

Client agrees to cooperate fully with Provider and to provide timely access to financial records, payroll data, project documentation, tax returns, and technical personnel. Client represents that all information, documentation, and data provided to Provider will be accurate, complete, and truthful to the best of Client's knowledge. Provider will rely on the information provided without independent verification.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered under this Agreement, Client shall pay Provider as follows:

Fee Structure: _____

Payment Schedule: _____

All invoices are due and payable within _____ days from the invoice date. Late payments may accrue interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is less.

4. CONFIDENTIALITY

Each Party agrees to hold in strict confidence all proprietary or confidential information received from the other Party in connection with this Agreement. Confidential information shall not include information that is publicly known, already in the possession of the receiving party, or independently developed without reference to the disclosing party's information. This obligation shall survive the termination of this Agreement for a period of _____ years.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and remain in effect until the Deliverable is submitted and payment is received in full, unless terminated earlier. Either party may terminate this Agreement upon _____ days written notice to the other party. In the event of early termination, Client shall compensate Provider for all services performed and expenses incurred up to the date of

termination.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION

Provider's liability for any and all claims, losses, or damages arising out of this Agreement, whether in contract, tort, or otherwise, shall be limited to the total fees paid by Client to Provider under this Agreement. In no event shall either party be liable for any indirect, special, incidental, or consequential damages.

7. MISCELLANEOUS

1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of laws principles.
2. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements or understandings, written or oral.
3. **Amendments:** Any amendment to this Agreement must be in writing and signed by authorized representatives of both Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PROVIDER:

CLIENT:

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE