

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 this _____ day of _____, 20____ (the "Effective Date"), by and between:

PROVIDER: _____, with a principal place of business at _____ (hereinafter referred to as the "Provider"), and

CLIENT: _____, with a principal place of business at _____ (hereinafter referred to as the "Client").

1. SCOPE OF SERVICES

The Provider shall perform a Research and Development (R&D) Tax Credit Study for the Client's tax year(s) _____ (the "Study"). The services to be provided shall include:

- a. Identifying and evaluating the Client's potentially qualifying research activities and expenses to determine eligibility under Internal Revenue Code (IRC) Section 41 and state R&D tax credit provisions, where applicable.
- b. Conducting interviews with Client personnel and examining relevant technical and financial documentation to support qualifying activities.
- c. Calculating the federal and, if applicable, state R&D tax credits based on the identified qualified research expenses.
- d. Preparing a final report documenting the methodology, qualified activities, calculations, and supporting documentation compiled during the Study.

2. CLIENT RESPONSIBILITIES

The Client shall cooperate fully and timely with the Provider to facilitate the completion of the Study. Client's responsibilities include, but are not limited to:

- a. Providing access to qualified technical, financial, and management personnel.
- b. Providing complete, accurate, and timely financial records, general ledger detail, payroll data, project documentation, and any other information requested by the Provider.
- c. Reviewing and approving all factual representations and final credit calculations. The Client retains ultimate responsibility for the accuracy of tax returns filed.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered, the Client shall pay the Provider according to the following terms:

The fee for the Study shall be _____. Payment shall be due as follows:

- a. An initial retainer of _____, due upon execution of this Agreement.
- b. The remaining balance of _____, due upon delivery of the final draft report.

All invoices are due and payable within _____ days of receipt.

4. CONFIDENTIALITY

Both parties agree to hold in strict confidence any and all proprietary or confidential information received from the other party during the course of this Agreement. Confidential information shall not be disclosed to any third party, except as required by law or to the Client's tax preparers, without the express written consent of the disclosing party.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the services, unless terminated earlier by either party. Either party may terminate this Agreement upon _____ days written notice to the other party. Upon termination, the Client shall compensate the Provider for all services rendered and expenses incurred up to the effective date of termination.

6. LIMITATION OF LIABILITY

The Provider's total liability to the Client for any and all claims, losses, costs, or damages arising out of this Agreement from any cause shall not exceed the total fees paid by the Client to the Provider under this Agreement.

7. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without giving effect to its conflict of laws principles.

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)