

RESEARCH AND DEVELOPMENT TAX CREDIT STUDY SERVICES AGREEMENT

This Research and Development Tax Credit Study Services Agreement (the "Agreement") is entered into as of _____ (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 conduct a federal and state Research and Development (R&D) Tax Credit Study (the "Study") for Client for the tax years ending: _____.

The scope of services to be performed by Provider includes the following phases:

- Evaluation & Qualification:** Reviewing Client's business operations, projects, and financial records to identify potentially qualifying research activities (QRAs) and qualifying research expenses (QREs) under Internal Revenue Code (IRC) Section 41 and applicable state statutes.
- Quantification & Calculations:** Analyzing payroll registers, general ledger details, and vendor invoices to calculate qualified wage, supply, and contract research expenses.
- Documentation & Substantiation:** Conducting interviews with technical personnel, gathering contemporaneous documentation, and preparing a technical study report that substantiates the qualified activities and meets the requirements of the Internal Revenue Service (IRS) and relevant state taxing authorities.
- Tax Form Preparation:** Preparing IRS Form 6765 (Credit for Increasing Research Activities) and equivalent state forms for inclusion in Client's tax returns.

2. CLIENT COOPERATION & RESPONSIBILITIES

Client acknowledges that the performance and success of the Study depends upon Client's timely and complete cooperation. Client agrees to:

- Provide access to relevant financial, payroll, and technical records as requested by Provider.
- Facilitate interviews with key technical, engineering, and financial personnel.
- Ensure that all information provided to Provider is accurate, complete, and truthful to the best of Client's knowledge. Provider shall be entitled to rely on the accuracy and completeness of all information provided by Client without independent verification.

3. FEES AND PAYMENT TERMS

In consideration for the services rendered, Client agrees to pay Provider in accordance with the following fee structure:

- **Fixed Fee:** A total fee of \$ _____, payable as follows:
 - Retainer / Initial Payment: \$ _____ due upon execution of this Agreement.
 - Interim Payment: \$ _____ due upon delivery of draft calculations.
 - Final Payment: \$ _____ due upon delivery of the final Study report and tax forms.
- **Contingent Fee (if applicable):** _____ % of the total federal and state R&D tax credits identified and calculated by Provider. Payment is due within _____ days of delivery of the final Study report.

All invoices are due and payable within _____ days of receipt. Past-due balances shall accrue interest at a rate of _____ %

per month, or the maximum rate permitted by law, whichever is lower.

4. DELIVERABLES & OWNERSHIP

Upon receipt of full payment of all outstanding fees, Provider shall deliver to Client the final R&D Tax Credit Study report and supporting tax schedules. All work papers, methodology templates, and proprietary software utilized by Provider in the course of the Study remain the sole and exclusive property of Provider.

5. AUDIT SUPPORT

In the event that the R&D tax credit calculated under this Agreement is audited by the IRS or state taxing authority, Provider agrees to:

6. 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.

7. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, punitive, or consequential damages. Provider's total aggregate liability arising out of or related to this Agreement, whether in contract, tort, or otherwise, shall not exceed the total fees actually paid by Client to Provider under this Agreement.

8. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall remain in effect until the completion of services and final payment is received, unless terminated earlier by either party upon _____ days written notice. In the event of early termination, Client shall compensate Provider for all services rendered and expenses incurred up to the effective date of termination.

9. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without giving effect to conflict of law principles. Any dispute arising under this Agreement shall be resolved through binding arbitration in _____, in accordance with the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Research and Development Tax Credit Study Services Agreement as of the Effective Date.

PROVIDER:

(Company Name)

By:

Name: _____
Title: _____
Date: _____

CLIENT:

(Company Name)

By:

Name: _____
Title: _____
Date: _____