**ITAC GENERAL COLLABORATION AGREEMENT FOR OUTSIDE CONSULTANTS**

Revised 4/13/2020

In order to insure the best and most appropriate resources for our client firms, ITAC routinely sub-contracts technical assistance, training and assessment services to external consultants; ITAC usually assumes the role of General Contractor (GC) in that relationship, directly responsible for overall project quality, cost and timeliness of service delivery. In other situations, as deemed appropriate, ITAC may refer a qualified consultant to one of its clients, allowing the consultant or consultant group to interface more directly with the client. In these cases, if agreed to by all parties, a separate referral agreement will be signed by all parties. This agreement further defines the role of consultants and consulting groups, *including their networks of subcontractors and consulting service providers*, hereafter referred to simply as “the consultant”, within the ITAC service delivery system, and the nature of the relationship between ITAC and its consultants under the aforementioned scenarios.

While ITAC’s mission is to serve manufacturing and technology firms, consultants also gain from the relationship. ITAC views the work performed by ITAC and its external consultants as a collaborative effort. Consultants enable us to provide full service to our clients without staffing up for a full range of activities. They also enable us to leverage our resources and capabilities. In turn, ITAC identifies and qualifies new clientele, develops project scopes and contracts with consultants for work they might not normally secure. The ITAC value-add also reduces the cost of sales for consultants, enabling them to provide ITAC or ITAC clients with a “preferred” rate or preferential pricing. In working with consultants, providing quality service to our clients, at reasonable cost, is paramount to ITAC.

This Agreement covers the following terms and conditions:

1. ITAC’s mission is to maximize the competitiveness of manufacturing and technology companies in the City of New York. This is best done in a series of projects that provide deep change within the company. To further this mission, the consultant agrees that the primary client relationship is between ITAC and the company.
2. ITAC consultants/subcontractors are independent contractors who, by definition, are typically accountable to ITAC for work quality, timeliness and content, but have latitude to determine how/when these results will be achieved. As independent contractors, they are responsible for their own federal, state, and local tax liabilities. Further, NYC ITAC is not responsible for paying any unemployment taxes or providing Workers Compensation Insurance for independent contractors, and they are not eligible for employee benefits normally provided ITAC’s own staff.
3. The consultant (including consultant groups/networks), who has been introduced to an ITAC client by ITAC, or one who has been working on an ITAC project, agrees that he/she/they will not define, discuss, solicit or engage in any future delivery of services with that client, except in collaboration with ITAC, for a period of two years following introduction to the client or upon completion of any ITAC projects, whichever is later. In the event the consultant (or any provider in their service network), in violation of this agreement, provides services to this client independent of ITAC, the consultant or group will pay ITAC twenty-five percent (25%) of all subsequent fees invoiced for a two-year period. The parties acknowledge and agree that the payment required by this paragraph is a reasonable forecast of the damages likely to result from such breach and it is not a penalty of any kind. This provision does not apply to those consultant relationships established prior to the first introduction of the consultant to this client by ITAC, or to services not normally provided by ITAC.
4. The subcontracted consultant will not, under any circumstances, discuss their hourly rates or pricing structure with ITAC’s client companies. All price quotes and project proposals must come from ITAC and will include ITAC’s fee for project management and any other services that ITAC has agreed to deliver directly.
5. An exception to the condition above occurs only when ITAC actively refers one of its qualified consultants to work directly with an ITAC client. For these cases, all parties will agree to and sign a separate referral agreement. Where possible, ITAC and the consultant may partner to deliver the proposed scope of work jointly.
6. The consultant is required to adhere to ITAC’s proprietary information policy.
7. Since ITAC reduces the consultant’s costs by reducing the cost of sales and initial project definition, ITAC expects that the consultant will reduce his/her normal fees for ITAC engagements (ITAC as GC), typically by 20-40%.
8. The consultant will provide a firm, fixed price for all ITAC/Client engagements (excluding those that are intentionally structured on an hourly basis) and assumes the risk of exceeding project budgets.
9. Consultants will respond to an ITAC/Client request for project proposal within five business days.
10. Consultants will sign a business/resource agreement with ITAC or its Client to adequately define the deliverables, schedule and cost of each project.
11. Where ITAC is the GC, the subcontracting consultant should show evidence of professional liability insurance and workman’s compensation, if applicable. In the case of individual practitioners, ITAC will review a request for waivers of this requirement if circumstances warrant.
12. Consultants will keep ITAC informed of all significant changes and events occurring at the client’s site that might affect the project direction, outcome, or our ongoing relationship with the client.
13. The consultant’s proposal must clearly define work assignments within a project. These assignments may not be changed without the prior knowledge and written approval of the Client and ITAC Project Manager.

**PROJECT OVERSIGHT**

Another area of ITAC value-add is project management. ITAC staff assumes responsibility for an appropriate level of project oversight for all client engagements using our external resources, whether ITAC is the GC or not. In all cases, the ITAC Project Manager provides the following oversight:

* Monitoring the status and progress of the project to ensure that project objectives are being met in timely fashion and that the project will achieve the expected benefits within the stated project budget.

1. Monitoring the overall quality of work performed.
2. Reviewing reports provided by the consultant.
3. Alerting the client to any issues or problems that may occur.
4. Monitoring the consultant’s relationship with the client and taking corrective action if the relationship deteriorates.

When ITAC is also the Project GC, the Project Manager provides the following additional oversight services:

1. Project Managers may purposely distance themselves from a consultant and position themselves as advocates for the client to ensure that the project is tailored to that client. This includes reviewing work performed, monitoring progress, and attending meetings with the client and consultant. This approach is appropriate with clients who do not have much experience using outside consultants. In such cases, our role should be to coach the client in project management skills. This approach may also be taken the first time we have used a consultant so that we may observe and qualify the consultant for additional, future work.
2. With a more experienced client, and a well-qualified consultant, the Project Manager may opt to take a less involved role. This may involve attendance at project kick-off, milestone reviews, and project closings. If the project scope changes over the course of the project, the Project Manager will ensure that appropriate written changes are made to both the consultant and client contracts, as needed.
3. With service providers that have performed multiple ITAC projects successfully, the ITAC Project Manager may decide to allow the consultant to self-manage the project. In any case, the consultant will be expected to provide periodic status and progress reports to ITAC.

* In rare instances where a consultant fails to deliver the services agreed upon, the Project Manager will take action to rectify the situation, which may include replacing the consultant. In those cases, the consultant can only expect to be paid for the work done up to the date of cancellation.

1. Monitoring project invoices/expenses to ensure that the project will meet the budget.
2. Coordinating delivery when more than one consultant is working with a client.
3. Providing periodic progress reports to the client.
4. Directing major changes in the work being performed to ensure that objectives and benefits are satisfactory.

Accepted by Consultant: Date:

(Sign)

Consultant Name:

(Print)

Company Name: