# The parties to this letter are:

Consultant Name:  ActionMap Inc., a California Corporation
Consultant Address: Sausalito, California (https://actionmap.com)

Client Name: XYZ com
Client Address: Xyz.com

# Statement of Work

### Project Objectives
The purpose of this project is to support Client in ____(purpose)_____through the creation of operating models and implementation planning documents.

### Consultant Services ("Services")
Guided through discussion and agreement between Client and Consultant, Consultant will provide the following services in support of the project objectives:
- process modeling, evaluation and planning workshops
- project guidance
- general management consulting

### Consultant Staff & Remote Delivery
The Services will be performed remotely using e-meeting techniques. The Services will be performed by Jim Johnson, Principal Consultant of ActionMap Inc. Consultant may request that other parties associated with Consultant be allowed to attend the workshops as observers, subject to advance agreement by Client.

### Deliverables
The project deliverables to the Client will consist of documents created in support of the Services. Deliverables content that is specific to Client belongs to Client. Deliverables content consisting of methods, tools, templates, formats, etc. belong to Consultant. The latter content is licensed back to Client for broad use as described in the Intellectual Properties clause of the Terms and Conditions. Consultant may request that versions of the Deliverables be used in Consultants' marketing activities, subject to advance agreement by Client.

### Timing
The services will begin on approximately (date)_____ and continue until ended by mutual agreement with the parties.

### Price and Payment
Consultant will provide time, materials and external services needed to perform the Consultant Services (add description of compensation and payment terms                              ).

### Client Responsibilities
Consultant and Client will discuss and agree on Client responsibilities, including points of contact by Consultant with Client organizations.

(continues)

## Terms and Conditions

### Confidentiality

The parties agree to treat each other's confidential information with the same care as they treat their own. Specific designations of confidential information may be made as needed via email communication during the project. If Consultant uses software during the project on behalf of Client, Client agrees to be a defined as a User of the software according to the software's Terms of Service.

### Intellectual Property

No intellectual properties (i.e., copyrighted material, patents, trade secrets, etc.) are expected to be created by Consultant for Client during this project. If any of Consultant's intellectual property is included in the deliverables (i.e., templates, formats, images) then Consultant grants Client a non-exclusive, unlimited worldwide license to use that intellectual property, with the provision that Consultant's copyright notices will be preserved in such use by Client.

### Independent Contractor

The parties agree that that Consultant is an independent contractor for the purpose of employment regulations.

### Liability and Indemnification

The parties agree to not hold the other party or the other party's associates liable in any way for any damages that might arise through the performance of the project.  The parties agree to indemnify each other and each other's associates from any claims made by any other party that might arise through the performance of the project.

### Modification and Termination

- This agreement can be modified by either party at any time by mutual verbal agreement with follow up email confirmation.
- Either party may withdraw from the agreement at any time upon written email notice.

### Governing Law

This performance of the project will be governed by the laws of the State of California, USA.

**We agree to the above Statement of Work and Terms and Conditions:**

**For Consultant**                                    **For Client**

Signature: _____        Signature: _____

Name: James B Johnson                          Name: _____

Title:   President, ActionMap Inc.              Title: _____

Date: _____                  Date: _____