

CONSULTANT AGREEMENT GENERAL TERMS AND CONDITIONS

I. PERSONAL SERVICES

The work to be performed by Consultant under this Agreement relies upon certain specific skills possessed by Consultant. Therefore, unless otherwise approved by FHI 360, any attempt by Consultant to sell, assign or otherwise transfer to a third party any of Consultant's obligations under this Agreement shall be deemed a termination by Consultant under Section IV of this Agreement, below.

II. RELATIONSHIP OF THE PARTIES

- a) Independent Contractor. The relationship of FHI 360 and Consultant established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct or control the day-to-day activities of the other, or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint understanding. Consultant is not an employee of FHI 360 and, as such, is not entitled to those benefits, rights or privileges that are accorded to FHI 360 employees. Consultant shall be responsible for the payment of all taxes arising out of Consultant's activities in accordance with the Agreement, including, by way of illustration but not limitation, federal, state, and local income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b) Indemnification. Consultant will indemnify, defend, and hold FHI 360 harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to FHI 360, its employees, officers, or agents, or injury to the property of FHI 360, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by Consultant in the course of performance of any of the work specified in this Agreement.
- c) Work For Hire. All materials delivered by Consultant to FHI 360 under this Agreement shall be considered a work made for hire under U.S. copyright laws and shall be owned by FHI 360. To the extent that such materials are not considered a work made for hire by operation of law, then Consultant hereby assigns to FHI 360 all rights, title and interest in and to any copyright of any of the materials.
- d) No Agency. This Agreement may not be assigned by Consultant. Consultant shall have no power to sign FHI 360's name to any agreement or otherwise bind FHI 360. Consultant shall identify herself/himself as a Consultant of FHI 360 when making contact with FHI 360's clients or others, as may be required in the performance of service under this Agreement.
- e) Nondisclosure of Confidential and Proprietary Information. During the term of this Agreement, Consultant may receive or have access to data and information that is confidential or proprietary to FHI 360. Confidential or proprietary information may be used by Consultant only with FHI 360's written consent and only for purposes of performing the obligations under this Agreement. Consultant will not reveal, publish or otherwise disclose FHI's confidential or proprietary information to any third party without the prior written consent of FHI 360. This provision shall exist in perpetuity.

III. FEES AND EXPENSES

- a) Consultant shall be compensated for the services performed and/or materials delivered according to the agreed fee(s) provided in the Agreement. During performance of the work, Consultant shall be entitled to receive payments against the established fee on either i) an hourly or a daily ("day" is defined as an 8 hour equivalent work period, with less or more than 8 hours paid on a proportionate basis) rate basis for work performed up to a maximum number of days provided in the Agreement or ii) on a fixed fee basis for completion and delivery of specific activities and deliverables. Compensation for travel time will be calculated at the hourly rate but such compensation shall not exceed the amount payable for an eight (8) hour day for each day while on travel status. FEE PAYMENT REQUESTS MUST BE SUBMITTED NO LATER THAN THIRTY (30) DAYS AFTER THE MONTH IN WHICH THE WORK WAS PERFORMED.
- b) Consultant shall be reimbursed for authorized expenses incurred. Reimbursement of expenses shall not exceed the amount stated in the Agreement. Requests for reimbursement for all amounts over fifty dollars (\$50.00) must be accompanied by a receipt. EXPENSE REQUESTS SHALL BE SUBMITTED NO LATER THAN THIRTY (30) DAYS AFTER THE MONTH IN WHICH THE EXPENSES WERE INCURRED OR NO MORE THAN THIRTY (30) DAYS AFTER RETURN FROM TRAVEL, WHICHEVER IS LATER.
- c) Payment of fees and expenses is based on satisfactory performance and subject to FHI 360 Technical Monitor acceptance of services and/or deliverables provided. Any outstanding travel or other advances will be deducted from fee payment requests. Requests for fees/expenses shall be submitted on the appropriate FHI 360 form.
- d) IMPORTANT PAYMENT NOTE TO U.S. CITIZENS OR PERMANENT RESIDENTS: Federal tax, state tax, and Social Security will not be withheld from your payment. Your income will be reported on a 1099 form. You will need to complete the IRS W-9 form entering your SSN or EIN in the space provided when submitting invoices or requests for payment. The W-9 form can be downloaded at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

IV. TERMINATION

FHI 360 may suspend or terminate this Agreement in whole or in part, at any time, and for any reason, by providing five (5) days written notice of the effective date of the suspension or termination to Consultant. Consultant will be responsible for satisfying all of its obligations relative to this Agreement through the effective date of termination or suspension. Consultant will be reimbursed for services provided up to the effective date of termination or suspension. FHI 360 will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) if FHI 360 expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) if the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination and are otherwise allowable. Upon termination, Consultant will cease all work under the Agreement, and return or provide to FHI 360 all materials and work product related to this Agreement.

V. OTHER PROVISIONS

- a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of North Carolina. Jurisdiction and venue for any dispute related to this Agreement shall be in North Carolina.
- b) Corrupt Practices and Gratuities. Consultant represents and warrants that she/he will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Agreement. Consultant shall not act in any fashion or take any action that will render FHI 360 liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist Consultant or FHI 360 in obtaining or retaining business or in carrying out the services related to this Agreement. Consultant agrees not to accept any payment, benefit or gratuity from any person associated with the performance of work required under this Agreement. A violation of this provision by Consultant shall result in immediate termination of this Agreement.
- c) Terrorist Financing. Consultant agrees to comply with Executive Order No. 13224 on Terrorist Financing: blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Consultant will not engage in transactions with, or provide resources or support to individuals and organizations associated with terrorism, including those organizations and individuals identified in lists promulgated by the U.S. Government, the United Nations and the European Union. It is the legal responsibility of Consultant to ensure compliance with these laws.