**HALLORAN CONSULTING GROUP, INC.**

**TERMS AND CONDITIONS**

These terms and conditions govern the Statement of Work (“SOW”) agreed upon by Halloran Consulting Group, Inc. (“Halloran”) and the client entity identified in the SOW (“Client”).

By accepting the SOW or otherwise ordering or accepting the services (whether by signing the SOW or otherwise), Client is indicating its acceptance of and agreement to these terms and conditions. These terms and conditions form a part of and are integrated into the SOW. These terms and conditions, together with each document incorporated into this document by reference and the SOW, are collectively referred to in this document as the “Agreement”. If these terms and conditions conflict with those of a SOW, these terms and conditions will prevail unless an express term or condition in such SOW is stated as an intended and express variation to these terms and conditions.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, and intending to be legally bound, the parties agree as follows:

1. Retention. Client retains Halloran to provide consultative services (“Services”) subject to the terms and conditions set forth in this Agreement.
2. Fees, Expenses and Payment.
	1. Fees. Each SOW will specify whether Halloran will charge fees on a time and materials, fixed fee or retainer basis.
3. **Time and Materials Basis.** If the SOW specifies that Services will be billed on a time and materials basis (“T&M”), Client will pay Halloran for its time expended in performing the Services based on the hourly rates set forth in the SOW. Unless otherwise indicated, estimates of cost, time, and/or other items that may be included within the SOW are provided solely as a general guideline for Client. Halloran will document and record all time spent in the performance of the Services to the reasonable satisfaction of Client.

Halloran reserves the right to increase the hourly rates, if any, set forth in the SOW at the beginning of each calendar year, and invoices issued thereafter will incorporate such new rates. Further, if Halloran promotes an employee to a higher position, the hourly rate for such employee will increase accordingly, effective thirty (30) days after such promotion. Halloran shall provide written notice to Client prior to implementing such rate change and invoices issued thereafter will incorporate the updated hourly rate.

1. **Fixed Fee Basis**. If the SOW specifies that Services will be billed on a fixed fee basis (“Fixed Fee”), Client will pay the Fixed Fee(s) as set forth in the SOW. If a payment schedule is not outlined in the SOW, Client shall pay the Fixed Fee(s) as follows: (i) fifty percent (50%) of the Fixed Fee shall be due upon execution of the SOW, and the remaining fifty percent (50%) of the Fixed Fee shall be due upon completion of the Services, as determined by Halloran in its reasonable discretion. If Client proposes to add or eliminate one or more documents/deliverables, materially change the project scope or if it is determined that the project will not conclude within the anticipated project period, the parties will discuss change implications and process an amendment as mutually agreed upon.
2. **Retainer.** If the SOW specifies that Services will be billed on a retainer basis, Client will pay the fixed retainer fee(s) set forth in the SOW (“Retainer”) for the duration of the retained Services. The Retainer(s) will include a maximum number of hours of Services per week (or month if agreed upon). Unless otherwise set forth in the SOW, Halloran will invoice Client in arrears on a monthly basis. Following each billing cycle, if the parties agree that Client requires more hours of Services or that the time period subject to the Retainer should be extended, an amendment to the SOW will be required. The Retainer will apply without regard to Halloran observed holidays occurring during the term of the Retainer Services.
	1. Travel Time, Expenses, and Third-Party Costs.
3. Travel time will be billed in accordance with the hourly travel rates provided in the SOW. Travel and incidental expenses will be billed to Client at actual cost as incurred. Client will reimburse Halloran for all reasonable travel expenses incurred by Halloran in rendering the Services as provided in Halloran’s Travel and Expense Policy then in effect, which is incorporated into this Agreement by reference. Further, Halloran will bill Client for any necessary third-party costs to the extent authorized in the SOW.
4. Additional expenses which are: (1) not anticipated in the SOW, (2) deemed necessary by Halloran and (3) incurred by Halloran in the performance of the Services, must be submitted in writing to and approved by Client prior to Halloran incurring said expenses from any third party or by Halloran itself. Said approval from Client will not be unreasonably withheld, conditioned or delayed.
	1. Invoicing and Payment.
5. Unless an alternative invoicing schedule is agreed upon in the SOW, invoices will be rendered on a monthly basis. All invoices will be sent by e-mail to the billing contact identified by Client in the SOW or otherwise provided by Client to Halloran from time to time.

Client must indicate upon signature of the SOW if a purchase order is required for invoicing purposes. Purchase orders are for administrative purposes only; additional or different terms in any purchase order are void and are hereby rejected. Further, Client must indicate the format of invoice it requires upon signature of the SOW, if any, in order to expedite the billing process. If Client does not specify the detail required by its respective financial department, Halloran will send invoices in Halloran format in accordance with Halloran’s standard process.

1. Fees will be due and payable in accordance with the payment schedule set forth in the SOW. If no payment schedule is set forth in the SOW, fees will be due and payable within thirty (30) days from the invoice date. Expenses will be due and payable within thirty (30) days from the invoice date. All payments must be made in U.S. currency. Any sum not paid by Client when due will bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. If any amount is not paid when due hereunder, without prejudice to any other rights or remedies Halloran may have, Halloran will be entitled to (a) suspend the provision of Services until it has received payment in full for all outstanding amounts and (b) recover from Client the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and reasonable attorneys' fees). Notwithstanding anything to the contrary in this Agreement, all rights granted to Client under this Agreement with respect to Services provided under the SOW are conditioned upon Client’s payment in full of all amounts due under the SOW.
2. Term and Termination.
	1. This Agreement will commence on the date the SOW is executed by both parties and, subject to the termination provisions contained in this Section 3, will continue in effect until the SOW is completed.
	2. Either party may terminate the SOW in effect with or without cause upon at least thirty (30) days written notice to the other party.
	3. Sections 2, 3.3, and 4 through 16 will survive any termination of the Agreement. In the event of termination of this Agreement or the SOW, Client will pay Halloran for all work performed and, if applicable, non-refundable expenses incurred, by Halloran up to the effective date of termination. If a terminated SOW is on a Fixed Fee or Retainer basis, the fees due will be calculated based on the pro-rata portion of the Fixed Fee or Retainer for time expended by Halloran in performing the Services up to the effective date of termination.
3. Ownership.
	1. Client Materials. All content and materials provided by Client to Halloran in connection with this Agreement (“Client Materials”) will remain the sole and exclusive property of Client.
	2. Deliverables. Halloran hereby assigns to Client all right, title, and interest in and to any work product created by Halloran in the course of rendering the Services under this Agreement. Notwithstanding the foregoing, Halloran will retain all right, title, and interest in and to any pre-existing Halloran materials (including without limitation pre-existing Halloran training materials) provided by Halloran to Client in connection with the Services.
	3. Halloran Know-How. Client acknowledges that prior to the commencement of Services Halloran had acquired, conceived, developed or licensed, and in the course of rendering the Services Halloran will continue to acquire, conceive, develop or license, certain know-how relating to the type of Services to be performed for Client (collectively, “Halloran Know-How”). Client desires Halloran to apply the Halloran Know-How in connection with the Services hereunder, and acknowledges that performance of the Services will enhance and expand the Halloran Know-How. Subject to the confidentiality provisions of this Agreement, nothing in this Agreement or the SOW will impair Halloran’s right to use the Halloran Know-How for its own behalf or on behalf of others.
4. Warranties.
	1. Warranty. Halloran warrants that the Services provided hereunder will be performed with that level of skill and care ordinarily exercised in Halloran’s profession. Client’s sole and exclusive remedy for breach of the foregoing warranty will be, at Halloran’s option, re-performance of the Services or termination of the applicable SOW and return of the portion of the fees paid to Halloran by Client for the Services. Client must notify Halloran within ten (10) business days of Halloran’s alleged breach of the foregoing warranty to be entitled to the foregoing remedy. Notwithstanding the foregoing, Halloran makes no representations or warranties with respect to third party products or services in connection with the Services.
	2. No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC OR GENERAL PURPOSE AND THOSE ARISING BY STATUTE OR BY LAW, OR FROM A CAUSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.
5. Indemnification. Client will indemnify, hold harmless and defend Halloran and Halloran’s directors, officers, agents and employees from and against any loss, costs (including reasonable attorneys’ fees), damages, injury, liability, claims, demands, or causes of action arising out of or resulting from or in connection with the Services or this Agreement, except for claims directly arising out of Halloran’s gross negligence or willful misconduct.
6. Confidentiality.
	1. For the purposes of this Agreement, a party’s "Confidential Information" means information disclosed by each party of a confidential nature, and includes, without limitation, information entrusted to the disclosing party by a third party in confidence and all data, information and materials that a recipient should reasonably understand to be confidential, given the manner or circumstances of its disclosure, irrespective of whether or not the specific designation “confidential” or any similar designation is used.
	2. The receiving party (a) will not disclose the disclosing party’s Confidential Information except as expressly set forth in this Section 7, (b) will not use the disclosing party’s Confidential Information except for the purposes contemplated by this Agreement and the SOW, (c) will use at least the same degree of care to safeguard the disclosing party’s Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances, and (d) will make copies of the disclosing party’s Confidential Information only as needed for the authorized purpose, all of which will include any existing markings indicating that they are the disclosing party’s Confidential Information, or will have markings supplied by the disclosing party.
	3. The receiving party may disclose the disclosing party’s Confidential Information to the extent necessary to comply with applicable laws or regulations, or in response to a valid order of a court or other governmental body having jurisdiction over the party, but only to the extent and for the purposes of such required disclosure and provided that (a)  to the extent legally permitted, the receiving party promptly notifies the disclosing party in order to provide the disclosing party the opportunity to seek a protective order, and (b) the receiving party takes all reasonable actions to obtain confidential treatment for such information and, if possible, to minimize the extent of such disclosure.
	4. Upon written request, the receiving party will promptly return to the disclosing party or, at the disclosing party’s request, destroy (and certify the destruction of) all Confidential Information of the disclosing party (including all copies) provided to the receiving party under this Agreement or the SOW. Notwithstanding the foregoing, (i) Halloran may retain secure copies of its work product containing Client’s Confidential Information as record of its obligations under this Agreement; and (ii) Confidential Information stored in electronic back-up files that have been created solely by the automatic or routine archiving and back-up procedures of the receiving party do not need to be returned or destroyed, provided that access to such files is restricted and the receiving party shall continue to comply with the obligations of confidentiality and non-use under this Agreement with respect to such retained copies.
	5. The obligations of this Section 7 will not apply to any information which receiving party can prove (a) is or becomes publicly available through no fault of the receiving party; (b) is already in the receiving party's possession without restriction on disclosure when disclosed by the disclosing party; (c) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; or (d) is rightfully obtained by the receiving party from a third party without violating the rights of the disclosing party.
7. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client will not solicit for hire or engagement, or cause others to solicit for hire or engagement, directly or indirectly, as an employee or independent contractor, any employee or independent contractor who is currently employed or engaged by Halloran or who was employed or engaged by Halloran at any time during the term of this Agreement; provided, that this clause shall not apply to any individual whose employment or engagement with Halloran has been terminated for a period of six (6) months or longer. The term “solicit for hire or engagement” excludes any broad-based effort to attract applicants if not specifically targeted to or specifically designed to attract Halloran’s employees or contractors. Notwithstanding the foregoing, in the event that Client hires or otherwise engages an employee or contractor of Halloran in violation of this Section 8, or causes others to solicit an employee or contractor of Halloran for hire or engagement, directly or indirectly, whether as an employee or independent contractor, Client shall immediately pay a conversion fee to Halloran equal to one year of such person’s base compensation, provided that if Client hires or engages more than one Halloran employee or contractor, the amount payable to Halloran shall be the one year’s base compensation of all such persons multiplied by 1.3.
8. Publicity. Each party may include the other party’s name and general case study information within its marketing material provided that such listing does not state or imply that the other party endorses the party or its services. Any other use of the other party’s name will be subject to its prior written approval.
9. Limitation of Liability. In no event will Halloran, its suppliers or its subcontractors be liable for (a) any incidental, special, punitive or consequential damages, lost profits, lost revenues, LOSS OF GOODWILL or any other indirect damages, whether arising in contract, tort (including negligence) or otherwise or (b) any costs or expenses for the procurement of substitute services, in each case, even if informed of the possibility thereof. the liability of Halloran, its suppliers and its subcontractors arising out of this Agreement will be limited to Client’s direct damages and will not exceed the fee(s) paid by Client to Halloran for the Services under the SOW giving rise to such liability.
10. Non-Debarment. Neither Halloran nor any its personnel performing Services under this Agreement have been debarred, and to the best of Halloran’s knowledge, are not under consideration to be debarred, by The U.S. Food and Drug Administration from working in or providing services to any pharmaceutical or biotechnology company under the Generic Drug Enforcement Act of 1992, 21 U.S.C. §335(a), as amended. Halloran will immediately notify Client if it becomes aware of any such action being taken or threatened to be taken against it or any of its personnel.
11. Independent Contractor. Halloran is an independent contractor and not an employee or agent or Client. Halloran has full power and authority to determine the means, manner and method of performance of Services.
12. Waiver. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.
13. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to the conflicts of laws provisions thereof. Exclusive jurisdiction and venue for any action arising under this Agreement is in the federal and state courts located in Massachusetts, USA, and both parties hereby consent to such jurisdiction and venue for this purpose.
14. Miscellaneous Provisions. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Headings are for convenience of reference only and will in no way affect interpretation of the Agreement. This Agreement is in the English language only, which language will be controlling in all respects, and all versions of this Agreement in any other language will be for accommodation only and will not be binding on the parties to this Agreement. All communications and notices made or given pursuant to this Agreement, and all documentation and support to be provided, unless otherwise noted, will be in the English language. A facsimile, PDF (or any electronic signature complying with the U.S. federal ESIGN Act of 2000) or any other type of copy of an executed version of the SOW signed by a party is binding upon the signing party to the same extent as the original of the signed SOW.
15. Entire Agreement. This Agreement, the SOW and any and all other documents incorporated into this Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning its subject matter. No change, modification or waiver to this Agreement will be effective unless in writing and signed by both parties. Additional or different terms in any written communication from Client (such as in a purchase order) are void and are hereby rejected.

*[End of Terms and Conditions]*