

MASTER SERVICES AGREEMENT**EFFECTIVE DATE: November 17, 2006 – November 16, 2007**

This Master Services Agreement ("Agreement") is an agreement between **ASCENT Management LLC ("Consultant")**, **3337 Duke Street, Alexandria, VA 22314, USA**, and **the American Institute of Chemists ("Client")** for the delivery of consulting and other professional services.

1. **SCOPE:** This Agreement covers the supply by "**Consultant**" of consulting and other professional services to **Client**, as described in the attached Scope of Services.
2. **WORK ASSIGNMENTS:** The specific services to be supplied are to be described in one or more Statements of Work ("SOW") (or Proposal of Work) issued pursuant to this Agreement that both parties may sign in the future prior to the termination of this Agreement. The SOW shall be incorporated herein by reference and shall include a summary of the work, skills required, fees to be paid, and instructions on reimbursable expenses. In the event of any conflict between the contents of any SOW and this Agreement, the SOW shall prevail.
3. **INVOICING AND PAYMENT:** **Consultant** will invoice **Client** for fees and direct out-of-pocket expenses incurred, as per the SOW. Payment in full is due upon receipt of invoice.
4. **INDEPENDENT CONTRACTOR:** The parties recognize and agree that **Consultant** is an independent contractor. This Agreement is not to be construed to create an employment relationship between **Client** and **Consultant** or **Consultant's** employees or subcontractors. This Agreement does not authorize either party to enter into any commitment or agreement binding on the other party. **Consultant** will have sole responsibility for the payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits, and the like for its personnel. **Consultant** shall be responsible for the acts of its subcontractors within the scope of the engagement as it is for work done by its own employees. If payment is not received within 30 days of invoice, and **Consultant** is forced to take legal action to collect then client is responsible for invoice costs including reasonable attorney's fees.
5. **CONFIDENTIAL INFORMATION:** Each party agrees not to directly or indirectly disclose to third parties any of the other party's confidential or proprietary information without the written consent of the other party.
6. **WORK PRODUCT RIGHTS:** **Consultant** shall retain all rights and ownership in the work product, including **Consultant's** proprietary tools and methodologies delivered pursuant to this Agreement, which shall remain the sole property of **Consultant**. For work product first produced under this Agreement, upon payment in full of all applicable invoices, **Client** shall be granted a nonexclusive license for all such work product to reproduce, distribute copies to the public, prepare derivative works, and distribute copies to the public, by or on behalf of **Client**.

Upon termination of this contract, all **Client** property will be returned to **Client** and all outstanding **Consultant** bills will be paid by **Client**. Computer data will be placed on CDs and provided to **Client**.

Consultant may retain a copy of the **Client** data and records for archival purposes. Any additional expenses incurred during the transfer process from **Consultant** will be billed according to the contract.
7. **TAXES:** **Client** shall be responsible for all federal, state, and local sales, use, privilege, or excise taxes assessed on the charges to **Client** in relation to services provided hereunder. (If **Client** is a tax exempt organization, there may be no taxes.) **Consultant** shall be responsible for all federal, state, and local sales, use, privilege, or excise taxes assessed on **Consultant's** income for these services, and for all taxes due to be paid by **Consultant's** employees.
8. **CLIENT LIST:** **Client** agrees that **Consultant** may include **Client** in its published client list and may display **Client's** logo and trademark in its marketing materials; provided such use conforms to **Client's** logo and trademark standards as such standards are provided to **Consultant**.
9. **NON-SOLICITATION:** During the term of the applicable SOW and for one year thereafter, neither party will, whether for his/her/its own account, or for the account of any other individual, partnership, firm, corporation or other business organization, solicit, contact for purposes of employing, endeavor to entice away from the other party or any affiliate of the other party, or hire or employ in any capacity, any person who is employed by the other party or an affiliate thereof, without the written agreement of the other party.
10. **TERMINATION:** This Agreement may be terminated by either party during the term following 30 days prior written notice. The Agreement may be amended at any time by mutual written agreement of the parties. Either party may terminate this Agreement upon written notice to the other without penalty, provided **Consultant** has been paid for all work already performed or committed to. All rights and obligations under this agreement which by their nature are

Initials: _____ (Consultant)
 _____ (Client)

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intended to survive such expiration or earlier termination shall survive, including without limitation of liability and confidentiality.

11. **MANAGEMENT FEES:** Services rendered will be billed at the following rates:

Hourly Fees:

- Executive Management: \$95/hour
- Technology Specialists: \$75/hour
- Project Management: \$65/hour
- Research & Writing: \$85/hour
- Graphic Design & Layout: \$75/hour
- Administrative: \$40/hour

12. **ADDITIONAL CHARGES:** The following fees will be charged based on usage on a monthly basis:

- **Copies/Paper** \$0.10/one-sided page
- **Envelopes** \$0.11 (number 9 & 10)
- **Faxes** \$.50/page for incoming faxes; \$.50/page for outgoing faxes on local or U.S. long distance (international faxes will be billed at cost; U.S. long distance rates will be billed separately)
- **Transportation** At cost
- **Out-of-Pocket** At cost
- **Service Charge** 3% per month on invoices past 30 days of invoice date

13. **REPRESENTATION: Consultant** is authorized, subject to the approved **Client** budget and annual plan, to acquire on **Client's** behalf and for its benefit, goods and services. Any resulting agreements and/or contracts are the responsibility of **Client**.

14. **LIABILITY FOR LOSS:** Neither party is responsible for any consequential, indirect, punitive, incidental, or special damages arising under any theory of recovery. Except for the indemnification obligation set forth in Section 16, the maximum liability of either party is limited to fees paid by or payable to **Consultant** for **Consultant's** services with respect to the relevant engagement letter. **Consultant** will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond **Consultant's** control.

15. **WAIVER:** No delay or failure by either party to exercise any right or remedy will operate as a waiver thereof.

16. **THIRD PARTY LIABILITY:** Each party agrees to indemnify, defend, and hold harmless the other party from any and all third party claims, actions, suits, demands, and related damages, costs and expenses, including reasonable attorney's fees, if incurred as a direct result of its negligent or willful acts or omissions.

17. **SEVERABILITY:** If any part of this Agreement shall be held invalid or unlawful for any reason, the same shall be deemed severed from the remainder thereof and it shall in no way affect or impair the validity of the Agreement.

18. **ASSIGNMENT:** This Agreement may not be assigned or transferred by either party without written agreement of both parties. This Agreement shall be binding on the parties' respective legal successors.

19. **GOVERNING LAW/JURISDICTION:** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, in connection with any dispute arising hereunder. The exclusive forum for the litigation of disputes between the parties shall be a State or federal court for Alexandria, Virginia, and both parties consent to the personal jurisdiction of such court.

Initials: _____ (Consultant)
 _____ (Client)

20. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement and supersedes all prior understandings between the parties regarding the subject matter hereof. Any change to this Agreement shall be in writing and signed by each party. In case of any conflict between this Agreement and an amendment, the amendment shall control.

("Client")

American Institute of Chemists
315 Chestnut Street
Philadelphia, PA 19106-2702
Phone: 215-873-8224
Fax: 215-629-5224
By:

("Consultant")

ASCENT Management, LLC
3337 Duke Street
Alexandria, VA 22314
Phone: 703-370-7436
Fax: 703-370-7437
By:

Dr. David Riley; AIC Representative

Date:

Pamela N. Valenzuela, Managing Member

Date:

Initials: _____ (Consultant)
 _____ (Client)