

Referral Partner Agreement

This Referral Partner Agreement (“Agreement”) is made and entered into on this ##_ day of __Month 2023__ by and between **Consortium for Change** (“C4C”) and _Name_ (“Partner”), together referred to as “Parties”.

WHEREAS, C4C is engaged in the business of management consulting, including, but not limited to, coaching, leadership development, and HR transformation; and

WHEREAS, Partner is engaged in similar business activities; and

WHEREAS, C4C and Partner wish to enter into this Referral Partner Agreement in order to establish terms and conditions under which C4C would compensate Partner and Partner would compensate C4C for referred work;

WHEREAS, Partner wishes to become affiliated with Consortium for Change (C4C) and to establish C4C Affiliated Partners’ compensation terms for referred work.

NOW, THEREFORE BE IT AGREED:

1) C4C Referral to Partner:

- a. C4C may, from time to time, contact Partner and introduce, connect, refer or recommend Partner to specific clients (“Target Client”).
- b. Partner may in his or her discretion elect to assist Target Client in exchange for compensation from Target Client.
- c. If, within one year of the introduction, the connection/referral/recommendation by C4C of the Partner leads to a contract/job/compensation between the Partner and the Target Client, Partner will pay to C4C:
 - i. 15% of the total contract price (net of direct expenses) of engagements where services are performed with little-to-no overhead/program costs (e.g. coaching, speaking, facilitation, assessments, etc.); or
 - ii. 15% of the profit of engagement where services are performed with significant overhead/program costs (e.g. programs with significant administrative, meeting space, food & beverage costs, etc.).
- d. Payment to C4C will be made within 15 days of receipt of payment from Target Client.

2) Partner Referral to C4C:

- a. Partner may, from time to time, contact C4C and introduce, connect, refer or recommend C4C to specific clients (“Target Client”).
- b. C4C may in its discretion elect to assist Target Client in exchange for compensation from Target Client.
- c. If, within one year of the introduction, the connection/referral/recommendation by Partner of C4C leads to a contract/job/compensation between C4C and the Target Client, C4C will pay to Partner:

- i. 15% of the total contract price (net of direct expenses) of engagements where services are performed with little-to-no overhead/program costs (e.g. coaching, speaking, facilitation, assessments, etc.); or
 - ii. 15% of the profit of engagement where services are performed with significant overhead/program costs (e.g. programs with significant administrative, meeting space, food & beverage costs, etc.).
 - d. Payment to Partner will be made within 15 days of receipt of payment from Target Client.
- 3) Partner Referral to/from another C4C Affiliated Partner:
 - a. Partner may, from time to time, contact or be contacted by another C4C Affiliated Partner and introduce, connect, refer or recommend Partner to specific clients ("Target Client").
 - b. Referred Partner may in his or her discretion elect to assist Target Client in exchange for compensation from Target Client.
 - c. If, within one year of the introduction, the connection/referral/recommendation leads to a contract/job/compensation between the Referred Partner and the Target Client, Referred Partner will pay to Referring C4C Affiliated Partner:
 - i. 15% of the total contract price (net of direct expenses) of engagements where services are performed with little-to-no overhead/program costs (e.g. coaching, speaking, facilitation, assessments, etc.); or
 - ii. 15% of the profit of engagement where services are performed with significant overhead/program costs (e.g. programs with significant administrative, meeting space, food & beverage costs, etc.).
 - d. Payment to Referring C4C Affiliated Partner will be made within 15 days of receipt of payment from Target Client.
 - e. Partner may, from time to time, contact or be contacted by another C4C Affiliated Partner to work together on unique projects that may or may not involve a specific client ("Target Client"). Partner and C4C Affiliated Partner will define these customized arrangements, which could include but are not limited to 50/50 partnership, subcontractor agreements, flat fees, or other agreed upon referral fees.
- 4) The Parties recognize and agree that there may be "gray areas" based upon complexity of existing relationships and look forward to "good faith" negotiations to achieve the best outcomes for all parties.
- 5) This Agreement shall be for a term of one year and shall automatically renew for additional one year periods unless terminated by either party on 90 days written notice. In the event of such termination, Parties shall still be entitled to the compensation described in Sections 1, 2, or 3 above for those Target Clients for which introductions, connections, referrals or recommendations were made prior to such termination.
- 6) Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be resolved at the request of any party to this agreement, by final and binding arbitration, administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration & Mediation Services, Inc. (JAMS), or its successor entity, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction thereof.

Consortium for Change (C4C)

The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing this agreement through arbitration and reasonable attorneys' fees and costs incurred in appealing or enforcing any judgment entered by the arbitrator in any court having jurisdiction. Neither party shall be responsible for any consequential, incidental, special or punitive damages, nor for direct compensatory damages in excess of the fees actually received by the Parties for the performance of services hereunder.

- 7) This Agreement supersedes all prior understandings and agreements between the parties, and may not be amended orally, but only by a writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the day and year first above written.

Consortium for Change (C4C)

By: _____

Print Name: _____

Partner

By: _____

Print Name: _____