



## Services Agreement Template

### Rational Gates Leadership Solutions

*(A comprehensive draft tailored for Startups, Small Businesses, Big Businesses, and NGOs, to be completed during the consultation.)*

### Services Agreement

This **Services Agreement** (the "Agreement") is entered into on [date] (the "Effective Date") by and between **Rational Gates**, a company registered in Ontario, Canada, and **[Client Name]** (the "Client"). The terms and conditions outlined below govern the services Rational Gates provides to the Client.

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#### 1. Services

Rational Gates agrees to provide the Client with leadership development services tailored to their specific needs. The services will vary depending on the Client's market segment (startups, small businesses, big businesses, NGOs, or self-funded individuals) and will include:

- **Core Programs:** Foundational leadership development programs aligned with the Six Gates Framework.
- **Add-Ons:** Optional modules, workshops, or consulting services that meet specific Client requirements.

The details of the services, including deliverables, will be outlined in a customized proposal shared with the Client prior to signing this Agreement.

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#### 2. Value-Added Services

As part of its commitment to delivering exceptional value, Rational Gates provides Clients with access to the following resources via its website:

- Comprehensive background papers on the **Six Gates Framework** and its archetypes.
  - E-books, whitepapers, and leadership guides.
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- Research papers, case studies, and thought leadership blog articles to support ongoing learning.
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### **3. Cost**

Program pricing is tailored based on the Client's region and market segment. Rational Gates offers competitive and transparent pricing structures, benchmarked against industry standards and adjusted for regional purchasing power.

- **Pricing Regions:**
  - USA/Canada
  - UK/EU
  - Africa
  - Global/Asia Pacific

**Total Cost:** [to be determined and specified in the final agreement].

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### **4. Deliverables**

The deliverables, as outlined in Section 1, will be provided upon the successful completion of the agreed-upon services. These may include:

- Leadership development materials.
- Customized reports, tools, and frameworks.
- Workshop outputs and recommendations.

The specific deliverables will be detailed in the Client's customized package.

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### **5. Project Timeline**

The project timeline, including milestones and deliverables, will be mutually agreed upon by Rational Gates and the Client during the planning phase. The timeline will be documented in the finalized agreement.

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### **6. Payment**

The Client agrees to pay the specified amount for the services outlined in this Agreement. Payment terms are as follows:

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- Payment will be invoiced based on the agreed-upon schedule (e.g., upfront, milestone-based, or upon completion).
- Payment will cover only the services and deliverables explicitly mentioned in this Agreement.

Details of the payment structure will be included in the Client's tailored agreement. This agreement takes effect on the date of the Client's payment to Rational Gates.

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## 7. Confidentiality

Both parties agree to maintain strict confidentiality regarding all information exchanged under this Agreement. Neither party shall disclose proprietary or confidential information to any third party without prior written consent, except where required by law.

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## 8. Dispute Resolution

In the event of a dispute, controversy, or claim arising from this Agreement, the Parties agree to:

1. First attempt to resolve the matter through good-faith negotiations.
  2. If negotiations fail, either Party may seek resolution through the courts of Ontario, Canada, for injunctive relief or other remedies.
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## 9. Termination

Either Party may terminate this Agreement:

- Upon mutual written consent.

### Termination for Material Breach

If either Party commits a **material breach** of this Agreement, the non-breaching Party may terminate the Agreement if the breaching Party fails to remedy the breach after being notified in writing **twice**.

### First Notice:

- The non-breaching Party must issue a written notice clearly identifying the breach, providing evidence of the breach, and specifying a reasonable timeframe for resolution (e.g., 15–30 days).
  - The notice must outline the specific obligations under the Agreement that have been breached and the corrective actions required to remedy the breach.
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**Second Notice:**

- If the breach remains unresolved after the first notice, the non-breaching Party must issue a second written notice.
- The second notice must grant an additional reasonable timeframe for resolution.

**Termination:**

- If the breach is not remedied after the second notice, the non-breaching Party may terminate the Agreement immediately by providing written notice of termination.

**Definition of Material Breach:**

For the purposes of this Agreement, a **material breach** is defined as a significant failure to perform obligations under the Agreement that substantially deprives the non-breaching Party of the benefits they were entitled to receive. Examples of material breaches include, but are not limited to:

- **Failure to Perform Core Obligations:** Not delivering agreed-upon services, products, or payments within the specified timeline without valid justification.
- **Violation of Confidentiality:** Disclosing or misusing confidential information in violation of the confidentiality clause.
- **Nonpayment:** Failure to meet financial obligations as outlined in the Agreement.
- **Repeated Minor Breaches:** A pattern of minor breaches that collectively undermine the purpose of the Agreement.
- Minor breaches that do not significantly impact the Agreement's purpose will not constitute a material breach unless they escalate or remain unresolved after repeated notifications.

**Good Faith Disputes:**

In the event of a good-faith dispute regarding the existence of a material breach, the effect of the notice of termination shall be suspended until such time as the dispute is resolved through the dispute resolution mechanism outlined in this Agreement.

**Additional Provisions:**

- If the breach is of a nature that cannot reasonably be remedied within the specified timeframe, the breaching Party may request an extension, provided that they demonstrate diligent efforts to resolve the breach.
- The non-breaching Party reserves the right to pursue any other remedies available under this Agreement or applicable law in addition to termination.

**10. Miscellaneous**

- This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions or agreements.
- Any amendments must be made in writing and signed by both Parties.
- This Agreement shall be governed by the laws of Ontario, Canada.

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**IN WITNESS WHEREOF**

The Parties have executed this Agreement as of the Effective Date:

**For Rational Gates**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**For the Client**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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