

Memorandum of Agreement between Leavitt Partners, LLC and FoodQuestTQ, LLC

Whereas, Dr. David Acheson a Partner at Leavitt Partners, LLC, Dr. Barton Michelson, President of FoodQuestTQ LLC, and Dr. John Hnatio, President and Chairman of the Board, Projectioneering LCC, (hereinafter referred to as the "parties"), have completed a series of discussions on the best ways to forge a partnership that will create mutual benefit, while simultaneously creating a safer global food supply, the parties hereby agree:

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1. To begin the partnership at current Leavitt Partners rates of \$5000 per day for the Leavitt Partners food safety team of five people and at the individual rates of \$650.00 per hour for the services of Dr. Acheson and \$150.00 per hour for the services of Dr. McEntire.
2. That Drs. Acheson and McEntire of Leavitt Partners will work with FoodQuestTQ across the following five programmatic areas, namely:

A. Food Safety and Defense Education

- 1) A major FoodQuestTQ programmatic activity, via the International School for Food Protection (ISFP), involves international government and industry food protection education and training.
- 2) Drs. Acheson will serve as Visiting Distinguished Professor with the International School for Food Protection (ISFP) to participate as a guest lecturer.
- 3) Dr. McEntire will be named as Assistant Professor for Food Safety and Food Defense and participate in curriculum and classroom education, simulation development and training (including mock recalls) and serve as a guest lecturer.
- 4) Drs. Acheson and McEntire participate in educational activities under a fee for service arrangement.
- 5) The parties will work together to carefully pre-plan webinar offerings so that they are scheduled and conducted at times when necessary resources are available.

B. Recall Emergency Response

- 1) In response to requests from NFPC portal members, Dr. Acheson of Leavitt Partners will lead multidisciplinary teams of food recalls fast response teams. As appropriate, these teams may consist of consultant experts from FoodQuestTQ LLC and FoodQuestTQ partner company MRIGlobal.
- 2) In addition, Drs. Acheson and McEntire will:
 - a) Work with FoodQuestTQ, NAFSA and GCP to establish Canadian food recalls fast response teams.
 - b) Participate in the development of a FoodQuestTQ recall management primer focusing specifically on small and medium size food businesses.
 - c) Prepare a planning document to be used by small and medium size businesses in developing risk communication strategies and media protocols for managing recalls.
- 3) Initially, these activities will be conducted on a fee for service basis. But the parties agree to pursue further discussions on the possibility of crafting a joint Leavitt Partners and FoodQuestTQ joint business arrangement around the food recall management opportunity.

C. NFPC Client Referrals

- 1) FoodQuestTQ, in response to member companies at the NFPC, will refer requests for assistance in providing expert science and risk-based answers/solutions to Drs. Acheson and McEntire.
- 2) For referrals to Leavitt Partners via the NFPC, FoodQuestTQ will receive a 3% referral fee based on all direct and indirect labor costs.
- 3) Once an initial referral is made by FoodQuestTQ to Leavitt Partners the same 3% referral fee shall also apply to any subsequent work conducted by Leavitt Partners for that client for one calendar year from the date of the original referral.

D. Research

- 1) Drs. Acheson and McEntire will:
 - a) Conduct research and write white papers, reports and guidance documents for publication and sale to member companies at the NFPC portal.
 - b) Have access to POISON™ validated event data for research purposes in support of the development of white papers, reports and guidance documents for publication and sale to member companies at the NFPC portal.

E. Involvement with the NFPC Community

- 1) Leavitt Partners will be a member of the NFPC portal community of food industry companies.
- 2) Drs. Acheson and McEntire will
 - a) Participate as NFPC community leaders and sit as members of the NFPC Science Advisory Committee.
 - b) Assist in marketing the goods and services of FoodQuestTQ and the NFPC by responding to NFPC member questions at the NFPC portal.
 - c) Receive (on a time available basis) specific referrals that fall within the unique experience and core competency of Leavitt Partners.
- 3) Dr. Acheson will be identified as Visiting Distinguished Professor, International School for Food Protection (ISFP) at the NFPC-ISFP portal page.
- 4) Dr. McEntire will be identified as Adjunct Professor for Food Defense and Food Safety, International School for Food Protection (ISFP), at the NFPC-ISFP portal page.
- 5) The role of Leavitt Partners and the NFPC Food Recall Fast Response Team (FRFRT) capability will be highlighted as a critical service to food companies with Dr. Acheson serving as the leader of these multidisciplinary teams.

The parties to this agreement recognize that FoodQuestTQ is a wholly owned subsidiary working under exclusive contract to Projectioneering, LLC. Projectioneering LLC has granted FoodQuestTQ the rights to use solely-owned Projectioneering LLC intellectual property for application across the food industry vertical. Under this agreement, all current and newly developed intellectual property resulting from fee for service work under this agreement shall remain the solely-owned property of Projectioneering, LLC, with the single exception of copyright ownership of research and white papers written by Drs. Acheson or McEntire. Leavitt Partners agrees, however, that FoodQuestTQ may use, re-publish or otherwise disseminate Leavitt Partners copyrighted works that are developed under a fee for service basis for FoodQuestTQ LLC pursuant to this agreement.

The parties agree to work for the benefit of both companies under this agreement and will engage in a continuing dialogue to modify and update this agreement based on new opportunities that are of mutual benefit. Both parties commit to cooperation, transparency and fair dealings with one another under this agreement.

/s/

David Acheson, MD
Partner, Leavitt Partners LLC

7/12/2012
Date: _____

/s/

Barton J. Michelson, PhD
President and Chief Operating Officer,
FoodQuest LLC

6/22/2012
Date: _____

/s/

John Hnatio, PhD, EdD
President, Projectioneering LLC

6/22/2012
Date: _____