

Agreement for Pro Bono Technical Advisory Services

This Agreement for Pro Bono Technical Advisory Services (the "Agreement"), is entered into by and between The Compact Commission of the Compact for a Balanced Budget, a joint multi-state agency (the "Commission"), and Compact for America Educational Foundation, Inc., a Texas not-for-profit educational corporation, (the "Technical Advisor").

1. The Technical Advisor agrees to perform, advise, represent, and appear for Commission concerning the following matters (the "Services"), it being understood that the Technical Advisor is not acting as an attorney providing legal counsel to the Commission:
 - a. Serve as Interim Compact Administrator in accordance with the terms and provisions of the Compact for a Balanced Budget and the Bylaws of the Commission;
 - b. Educate state leaders and legislators, members of Congress, grassroots organizations, think tanks, interested organizations, potential funders, and the general public on the following matters:
 - (1) The process and workings of state-initiated amendments to the U.S. Constitution as described in Article V of the Constitution;
 - (2) The workings of the Compact for a Balanced Budget (the "Compact");
 - (3) The workings of the balanced budget / debt control amendment contained in the Compact; and
 - (4) The Congressional approvals and resolution required by Article V of the Constitution
 - c. Provide expert testimony before state legislative and congressional committees as required;
 - d. Provide Article V and interstate compact process guidance;
 - e. Maintain the books and records for the Commission;
 - f. If requested, maintain a bank trust account for funds that may be received by the Commission, disbursements of which will be made at the instruction of the Commission; and
 - g. Develop and maintain the Commission internet website
1. The Technical Advisor agrees to undertake the Services on a pro bono basis, which means that the Technical Advisor will not charge the Commission for time or hours expended on this matter. The Technical Advisor also agrees to assume responsibility for all out-of-pocket expenses associated with the Agreement. However, the Commission understands that while the Technical Advisor does not charge a fee for the Services, the associated out-of-pocket expenses may be

substantial. Accordingly, the Commission reserves the right, but not the obligation, to reimburse the Technical Advisor for such expenses if funds are available.

2. The Commission agrees to cooperate fully with the Technical Advisor and will promptly notify the Technical Advisor of any changes in the Commission's situation which may impact the Technical Advisor's Services.
3. The Commission agrees to assist the Technical Advisor with the Services by:
 - a. Providing complete information, including information that will assist the Technical Advisor to perform the Services described herein;
 - b. Maintaining regular contact with Technical Advisor as is necessary for the conduct of this Agreement and the Services;
 - c. Attending Congressional and/or state legislature committee hearings when necessary;
 - d. Promptly notifying the Technical Advisor when additional Services are required; and
 - e. Assisting the Technical Advisor in making contact with members of Congress, state legislators, state leaders, and other interested persons as may be required for the Technical Advisor to perform the Services.
4. The Technical Advisor agrees to:
 - a. Keep the Commission informed about the status of the Services;
 - b. Keep all sensitive information provided by the Commission confidential unless authorized by the Commission to disclose it; and
 - c. Consult with the Commission before making any significant decisions about the Services.
5. When the Technical Advisor concludes the Agreement, all original documents that were furnished by Commission shall be returned.
6. By agreeing to advise the Commission in the matters set forth above, the Technical Advisor does not agree to represent the Commission on other matters outside the scope of this Agreement. However, the parties may agree at a later time to extend the Services to another matter. Any such extension will be the subject of a separate written agreement between the parties.
7. This Agreement shall terminate on September 1, 2015. However, both the Commission and the Technical Advisor reserve the right to withdraw from this Agreement at any time for any reason, with both parties agreeing to notify the other in writing of such termination of this Agreement.
8. This writing represents the entire agreement between the parties and cannot be amended or modified except in writing signed by the parties.

Agreed and accepted:

Compact Commission of the Compact for a Balanced Budget (“Commission”)

By: Paulette Rakestraw

Date: 1/15/2015

Written Name: Paulette Rakestraw

Title: Compact Commission Chair

Compact for America Educational Foundation, Inc. (“Technical Advisor”)

By: Harold R. DeMoss, III

Date: 1/15/2015

Written Name: Harold R. DeMoss, III

Title: CEO