



Consultant Master Agreement

This Consultant Master Agreement (Agreement) is effective as of January 1, 2023 by and among TDA CONSULTING, INC. (TDA) with offices at 131 Atkinson Street, Suite B, Laurinburg, North Carolina 28352 and _____ (Consultant) with offices at _____.

WITNESSETH

WHEREAS, the Consultant has experience and expertise in the areas of work to be performed under this Agreement and is willing to provide such services as they may relate hereto; and

WHEREAS, TDA is a part of the TDA Family of Companies, which is a national consulting services alliance that provides affordable housing and community development consulting services to communities across the United States;

WHEREAS, TDA desires to use the Consultant's services as provided herein to assist in the performance of such services.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound by this written instrument, TDA and Consultant (Parties) hereto agree as follows:

1. **CONSULTING AGREEMENT.** TDA hereby retains the Consultant to perform consulting services in connection with this Agreement, and the Consultant agrees to perform such services subject to and in accordance with the terms and conditions of this Agreement.
2. **SCOPE OF WORK.** The Consultant shall provide technical assistance and training services on behalf of TDA, including (1) services to the U.S. Department of Housing and Urban Development (HUD) and (2) services to other clients of TDA. As consulting assignments are identified, TDA shall develop task assignments outlining the scope of work (Task Assignments). Each Task Assignment shall outline the specific work to be performed, schedule for completion, and total costs to TDA (Services).
3. **CONTRACT PERIOD:** This Agreement shall be effective as of January 1, 2023 and terminate on December 31, 2023, unless extended in writing by the Parties to this Agreement. TDA may at its sole convenience terminate this Agreement in whole or in part and require the Consultant to cease performance of the Services. In such event, the Consultant shall be paid only the reasonable value for the satisfactory Services performed prior to such termination. The Consultant waives all claims for profits not earned as a result of such termination.

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4. **COMPENSATION.** The Consultant shall charge, and TDA agrees to pay, rates that are consistent with the Consultant's best and lowest customary rates negotiated with the Consultant's prior clients including rates on non-government contracts as provided in the Consultant's Application and any subsequent updates to Consultant's rates. The Consultant certifies that: (a) it has a recent history and pattern of actually having been paid at the referenced rates by its clients, including for-profit organizations, nonprofit organizations, and governments, excluding HUD; (b) the rates charged by the Consultant for work on federal activities is the same as that paid for similar work on non-federal activities; and (c) the referenced rates do not include any increment above cost and that no fee or profit shall be paid. Any exceptions to this paragraph must be approved in writing by TDA.
5. **TRAVEL COSTS.** Unless otherwise accepted in a Task Assignment, the Consultant shall bill, and TDA agrees to reimburse, travel costs at rates and costs that are no higher than the rates and costs normally allowed in the Consultant's regular operations for non-federally sponsored activities and that are no higher than the maximum allowed under the Federal Travel Regulations prescribed by the U.S. General Services Administration.
6. **INVOICES.**
 - 6.1. Submission of Invoices. The Consultant shall submit signed invoices by the third business day of each month for all Services completed during the prior month. The Consultant must submit TDA's designated forms, which contain required information, along with copies of receipts and a copy of the executed Task Assignment under which the Consultant is seeking payment.
 - 6.2. Total Cost. The total cost to TDA for the performance of the Services identified in each Task Assignment shall not exceed the value specified in such Task Assignment. The Consultant is not authorized to perform Services, make expenditures, or incur obligations that exceed the value of the Task Assignment, which amount, unless otherwise specified herein or through a formal change order, is the maximum amount for which TDA shall be liable.
 - 6.3. Certifications. Upon submission of each invoice, Consultant warrants that to its best knowledge and belief:
 - a. The invoices presented by the Consultant are a correct, complete, and accurate statement of the Services provided by the Consultant;
 - b. The Consultant is properly entitled to payment;
 - c. All amounts requested are for appropriate purposes in strict accordance with the terms of this Agreement;
 - d. Consultant is in compliance with the insurance provisions of this Agreement; and
 - e. The certifications provided at Sections 4 and 19 of this Agreement remain true.

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The Consultant shall only charge for materials in the quantities actually used in the performance of the Services. Each invoice shall contain all invoice data required by the client, including, for Services provided to HUD, all invoice data described in HUD's Cooperative Agreement as it relates to the Services.

- 6.4. Payments. Payment will be made to the Consultant in the month following TDA's receipt of payment from the client. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). The Consultant's acceptance of final payment hereunder constitutes a release of liens, claims and liabilities, which the Consultant may have against TDA.
7. **UNALLOWABLE COSTS**. The Consultant agrees to indemnify and hold TDA harmless for any costs, which are deemed, upon the Government audit, to be unallowable and shall promptly refund to TDA any such payments as had been made to the Consultant prior to such determination.
8. **QUALITY STANDARDS**. All Services completed under this Agreement shall be completed in a professional and quality manner. The minimum quality standards for all work products are detailed in Attachment A. Consultant is responsible for ensuring that work performed by approved lower tier subcontractors and consultants meets the quality standards required by this Agreement.
9. **CHANGES TO SERVICES**. No change in the Services (Changes) shall be made without the express written authorization of TDA. The Consultant shall make all claims for changes within 10 calendar days of the date that the Consultant knew or should have known of the basis for such claim. Services performed by the Consultant outside the scope of work and without such written authorization shall be at the Consultant's sole risk and expense. TDA may require Changes within the general scope of work of the Services or as required by its client under the prime contract. Subject to TDA's review of the Consultant's justification, an equitable adjustment, if appropriate, may be made in the contract or subcontract price and/or schedule, as appropriate. In the event of a dispute relating to a claimed change, the dispute shall be addressed in accordance with the Disputes provisions of this Agreement. Pending final resolution of the dispute, the Consultant shall proceed with the Services as directed by TDA.
10. **ACCEPTANCE OF SERVICES**. TDA conditions acceptance of any Services upon final acceptance by HUD under HUD's Cooperative Agreement or by any other client under such other prime contract. Payments, including final payment, shall not constitute acceptance, nor does any payment or final acceptance release the Consultant from any warranty obligation hereunder.
11. **STOP-WORK**. Notwithstanding any other provision hereof, TDA may, by notice to the Consultant, suspend all or any portion of the Services. The Consultant shall stop all such Services immediately upon receipt of TDA's stop-work order and shall promptly resume the Services after receipt of direction from TDA to proceed.

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12. LIENS. The Consultant waives its right to file any lien in connection with the Services, and will not permit the filing of any lien by its lower-tier subcontractors, material-men, or consultants in connection with the Services.
13. SET-OFF. TDA may set-off against amounts payable to the Consultant under this (or any other) Agreement any claim TDA may have against the Consultant.
14. INDEPENDENT CONTRACTOR. The Parties understand and agree that the Consultant is an Independent Contractor and not an employee or otherwise affiliated with TDA. Accordingly, TDA shall not provide the Consultant with fringe benefits normally paid to its employees, nor shall TDA make provisions for withholding taxes, unemployment insurance, worker's compensation insurance, or any other employee-related payments required by law. The Consultant shall not represent to any person, company or agency that the Consultant's staff members are employees, officers, or agents of TDA.
15. CONSULTANT'S EMPLOYEES AND SUBCONTRACTORS.
 - 15.1. Consent to Subcontract. The Consultant shall not subcontract any of the Services under this Agreement without TDA's prior written consent.
 - 15.2. Obligations of Consultant with Respect to Subcontracted Services. In the event TDA consents to Consultant's use of a lower tier subcontractor or consultant in carrying out the Services, Consultant shall remain liable to TDA for all obligations and liabilities set forth in this Agreement without regard to whether Consultant directly performs the services or delegates performance to an approved lower-tier subcontractor or consultant.
 - 15.3. Removal of Non-Performing Employees, Lower Tier Subcontractors, and Consultants. The Consultant shall immediately remove any employee or approved lower tier subcontractor or consultant from performing the Services if TDA deems such person to be unresponsive, uncooperative or a hindrance to the performance of the Services and shall promptly recommend a suitable replacement for TDA's approval. TDA will provide Consultant with notice of unacceptable performance prior to requesting removal of any lower tier subcontractor or consultant. Persons so removed shall not be used in the future for the Services without the express written authorization of TDA. Consultant warrants that it will only utilize employees, lower tier subcontractors and consultants who are adequately trained and experienced to properly perform the Services in a safe and efficient manner.
 - 15.4. TDA as Third-Party Beneficiary. In the event TDA consents to Consultant's use of a lower tier subcontractor or consultant in carrying out the Services under this Agreement, the Consultant shall cause such lower tier subcontractor or consultant to enter into a written agreement designating TDA as a third-party beneficiary of the work to be performed in fulfillment of any part of the Services (Subcontractor Services). Such written agreement will be subject to the

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review and approval of TDA and executed by Consultant and the approved lower tier subcontractor and/or consultant with an acknowledgement by TDA.

15.5. Changes in Staff, Lower Tier Subcontractors, and Consultants. Consultant shall notify TDA of departure or removal of staff, lower tier subcontractors, or consultants listed in its application, including any updates to such application, within 30 days of such change. Additionally, Consultant shall inform TDA of any new staff it would like TDA to consider for future work upon hiring or contracting with such staff so that TDA can collect information required for its files. Consultant recognizes that failure to provide notice of new staff in a timely manner may result in delays or denials of Task Assignments.

16. PROPRIETARY AND CONFIDENTIAL INFORMATION.

16.1. Definition. All information disclosed to Consultant by TDA and to TDA by Consultant under this Agreement shall be deemed to be Proprietary and Confidential Information (Proprietary Information). Verbal communications pertaining to the Services shall be presumed to be Proprietary Information unless otherwise stated by TDA. TDA shall be free to use such information at no additional cost.

16.2. Non-Disclosure. Proprietary Information shall not be disclosed to any other person except to those individuals who require access to such Proprietary Information to ensure proper performance of the Services and who have agreed to abide by the provisions of this Section of the Agreement. Proprietary Information shall not be used for any purpose other than as reasonably necessary for the proper performance of the Services. TDA and the Consultant shall not be liable for disclosure or use of Proprietary Information which: (a) is generally available to the public without breach of this Agreement; (b) is disclosed with the prior written approval of TDA or the Consultant, as applicable; or (c) is required to be released by law or court order (but only after actual and timely prior written notice has been delivered to TDA or Consultant, as applicable, sufficient to enable TDA or Consultant to seek protection of such Proprietary Information).

16.3. Deliverables. Reports, training materials, and other information developed under this Agreement (Deliverables) shall be deemed to be Proprietary Information. Deliverables shall be deemed to be the sole property of TDA, provided, however that all Deliverables produced under TDA's awards from HUD are owned by the government and held for the benefit of the public. HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal government purposes: (a) the copyright in any work developed under the award; and (b) any rights of copyright to which an awardee or sub-awardee or a contractor purchases ownership with award funds. TDA may use and reuse such material at no additional charge.

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16.4. Return of Proprietary Information. The Consultant shall return all Proprietary Information to TDA upon TDA's request.

16.5. Consultant's Subcontractors. The Consultant shall ensure that its approved lower tier subcontractors and consultants comply with the terms of this Section with respect to all information developed or disclosed, all activities performed, and all Deliverables created on behalf of Consultant and funded by TDA pursuant to this Agreement.

16.6. Survival. This Section shall survive termination of the Agreement.

17. PUBLICITY AND PUBLICATIONS.

17.1. General. The Consultant shall obtain TDA's written approval prior to the release of any publicity, publication, or information of any nature in connection with this Agreement. All such material shall properly reference TDA in its role as prime contractor for the services delivered to client under this Agreement.

17.2. HUD Deliverables. The following additional conditions apply to Deliverables funded by TDA's awards from HUD:

a. Deliverables, quotations therefrom, paraphrasing, or disclosures of interim findings resulting from Services funded by TDA's awards with HUD may not be published for a period of 60 days after acceptance of the deliverables by the Government Technical Representative. (GTR).

b. All Deliverable or any part thereof, and any independent products and special products arising from TDA's HUD awards when published shall contain the following acknowledgment and disclaimer:

"The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

c. Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made shall be provided to the GTR and Government Technical Monitor at least two weeks before the planned release.

d. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any deliverable without complying with the disclosure

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statement requirements as stated above. All press releases or public issuances made during the term of the award must be reviewed and approved by the GTR before release.

18. **CONFLICTS OF INTEREST.** The Consultant warrants that its entering into this Agreement and its performance of any Services hereunder will not result in an actual or apparent conflict of interest on its part. For purposes hereof, a conflict of interest includes, but is not limited to, circumstances under which the Consultant may become biased with respect to the Services or gain an unfair competitive advantage. The Consultant further agrees to avoid any conflict of interest during the term of this Agreement and warrants that it will promptly notify TDA of any actual or apparent conflict of interest of which it becomes aware after the execution of this Agreement. Failure of the Consultant to promptly disclose a conflict of interest shall constitute a material breach of this Agreement.

Before engaging any approved lower tier subcontractors and consultants in the Services, the Consultant shall require its approved lower tier subcontractors and consultants to warrant that (1) their performance of any services funded by this Agreement will not result in an actual or apparent conflict of interest as defined in this Section; and (2) they will promptly notify Consultant of any actual or apparent conflict of interest of which they become aware after commencement of any services funded by this Agreement. The Consultant shall promptly disclose to TDA any conflict of interest reported by its approved lower tier subcontractors and consultants. Failure of the Consultant to promptly disclose a subcontractor conflict of interest shall constitute a material breach of this Agreement.

19. **CERTIFICATIONS.**

19.1. Debarment. Consultant certifies that neither it nor any of its employees or lower tier consultants or subcontractors are debarred or suspended from doing work with the federal government and that it will notify TDA if any change in this status occurs during the period of performance.

19.2. Lobbying. Consultant understands that funds awarded by HUD are subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implanted in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-85 (December 19, 1995). Consultant certifies that funds provided by TDA will not be used for political campaigns, intervention in elections, voter registration drives, carrying on propaganda, or otherwise attempting to influence legislation of any governmental body other than through presenting the result of nonpartisan analysis, study and research in matters of public interest.

20. **RECORDS RETENTION.** The Consultant shall retain, and shall cause its approved lower tier subcontractors and consultants to retain, all books, records, and supporting documentation deemed applicable by TDA for a period of five years after the termination of this Agreement.

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21. **INSURANCE.** During the term of this Agreement, the Consultant shall maintain, and shall cause any approved lower tier subcontractor or consultant performing the Services pursuant to this Agreement to maintain, the following insurance coverage and limits of liability unless waived in writing by TDA: (a) worker’s compensation insurance within applicable statutory limits of the state and local jurisdictions in which the work is to be performed; (b) employers liability insurance including occupational disease in an amount of \$1,000,000; (c) commercial general liability insurance in an amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which coverage shall include, products and operations, contractual liability, independent contractors, broad form property damage, and bodily injury; and (d) comprehensive automotive liability insurance for owned, hired, or non-owned vehicles in an amount of \$1,000,000. Consultant shall provide evidence of insurance upon TDA’s request. Consultants working as sole practitioners without employees may request a waiver of the worker’s compensation and employer’s liability insurance requirements.

22. **INDEMNIFICATION.** The Consultant shall defend, indemnify and hold TDA, TDA’s subsidiaries, affiliates, directors, officers, agents, and employees harmless against any injury, death, suit, claim, or other loss (Loss), including expenses and actual attorneys’ fees arising from or in connection with this Agreement or the breach thereof, except to the extent that such Loss was caused by the negligence or willful misconduct of TDA. This provision shall survive termination of this Agreement.

23. **TERMINATION.**

23.1. Right to Terminate. TDA may at its sole convenience terminate this Agreement in whole or in part and require the Consultant to cease performance of the Services. In such event, the Consultant shall be paid only for the reasonable value of the satisfactory Services performed prior to such termination. The Consultant waives all claims for profits not earned as a result of such termination.

23.2. Conditions of Termination. In the event (a) the Consultant fails to make progress so as to endanger the timely completion of the Services and fails within three calendar days to take appropriate corrective action; (b) the Consultant repeatedly fails to maintain timely progress of the Services; (c) the Consultant fails to strictly observe or comply with any provision of this Agreement; or (d) of any proceeding by or against the Consultant in bankruptcy or insolvency or appointment of a receiver or trustee or assignment for the benefit of creditors, TDA may, in addition to any other right or remedy provided by this Agreement, law or equity, terminate all or part of the Services by written notice to the Consultant and take control over all materials, including all related work files. In the event of such termination or partial termination, the Consultant shall not be entitled to receive any further payment until the terminated Services are completed by TDA. If any amount due for Services completed by the Consultant at the time of termination shall exceed the sum of the total cost to TDA, including reasonable administrative costs, such excess amount shall be paid to the Consultant. If the

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sum of the total cost to TDA to complete the terminated Services plus any amount previously paid to the Consultant exceeds the contract price for the completed Services, the Consultant shall immediately pay such amount to TDA upon demand by TDA. The Consultant shall continue to diligently perform such portion of the Services, if any, which have not been terminated by TDA.

24. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To the Consultant:

Name and Title: _____
Company: _____
Street Address: _____
City, State, Zip: _____

To TDA:

Dionne Roberts, CEO
TDA Consulting, Inc.
131 Atkinson Street, Suite B
Laurinburg, North Carolina 28352

Either Party may change such address from time to time by providing written notice to the other in the manner set forth above.

25. RESTRICTIONS ON HIRING AND SOLICITATION.

25.1. Hiring. During the period of this Agreement and any resulting contract, and for one year after termination, no Party hereto shall solicit for hire or knowingly allow its employees to solicit for hire an employee of another party associated with the performance of this Agreement or resulting contract/subcontract. This condition shall not restrict the right of any Party to solicit or recruit generally in the media.

25.2. Solicitation. Consultant agrees that during the term of this Agreement and for a period of six (6) months after its expiration or termination for any reason, Consultant shall not solicit, otherwise offer to provide, or actually provide to any Client, directly or indirectly, any services that are the same, similar or related to the services provided hereunder without the prior written consent of TDA.

26. LICENSES AND PERMITS. The Consultant shall, at its sole expense, obtain all licenses, certifications, permits, approvals, inspections and other authorizations required to perform the Services. Inability

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or failure to obtain such items shall not excuse the Consultant's failure to strictly comply with the terms hereof. Consultant shall ensure that its lower-tier subcontractors, if any, comply with this Section.

27. **COMPLIANCE WITH LAW.** The Consultant shall indemnify TDA for any liability, penalty, or other Loss incurred or imposed by reason of a violation or asserted violation of laws applicable to the Services by the Consultant or its approved lower tier subcontractors or consultants. The Consultant's failure to strictly comply, or cause its approved lower tier subcontractors and consultants to comply, with applicable laws shall constitute a material breach of this Agreement. The Consultant shall comply, and shall cause its approved lower tier subcontractors and consultants to comply, with all laws applicable to the Services, including without limitation, the Fair Labor Standards Act of 1938, laws relating to equal employment opportunity, utilization of small business concerns and small disadvantaged business concerns, employment of the handicapped, employment of veterans of the Vietnam era, and to the environment.
28. **INFRINGEMENT.** The Consultant shall defend and indemnify TDA against any claim or loss, including attorney fees and costs, arising from or related to the infringement of any patent, trademark, or copyright by the Consultant or its lower-tier subcontractors under this Agreement.
29. **DISPUTES.** In the event of any dispute relating to this Agreement before instituting litigation, it shall be submitted to mediation in accordance with the Commercial Mediation Rules and Procedures of the American Arbitration Association (the "AAA"). The parties shall attempt to agree upon an impartial mediator to mediate the Dispute, but if they are unable or fail to appoint a mediator within ten days of the filing of a written request for mediation with the AAA, the AAA will appoint a qualified mediator to serve. The mediation shall be held in Laurinburg, Scotland County, North Carolina within 30 days of appointment of the mediator. Each party shall be responsible for its own expenses connected with this Mediation.
30. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
31. **APPLICABLE LAW.** The applicable laws of the State of North Carolina shall govern this Agreement. In the event of legal action resulting from a dispute hereunder, the Parties agree that the courts of the State of North Carolina shall have jurisdiction.
32. **NO AGENCY.** Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty, or responsibility, express or implied, for or on behalf of the other.

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- 33. ASSIGNMENT. The Consultant shall not assign this Agreement nor any rights or obligation herein without TDA’s prior written consent.
- 34. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 35. AMENDMENTS. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 36. HEADINGS. The headings of the paragraphs in this Agreement are for convenience only and do not affect the meanings or interpretation of the contents.
- 37. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 38. COUNTERPARTS. This Agreement may be signed in one or more counterparts. All of the counterparts will be considered one document and binding when signed by each party and delivered to the other.

IN WITNESS WHEREOF, both parties have signed this Agreement on the date first written above.

TDA CONSULTING, INC.

Signature: _____
Name: Dionne Roberts
Title: President & CEO

CONSULTANT: _____

Signature: _____
Name: _____
Title: _____

ATTACHMENT A
Quality Standards for Subcontractors

1. Recognize that, as a subcontractor to TDA the actions of your organization and assigned staff undertaken pursuant to this Agreement reflect upon TDA.
2. Perform the Services specified in a Task Assignment or subcontract under the direction of TDA's Team Leader named in the authorized activity.
3. Provide the Project Coordinator with copies of all major work products at least two weeks before they are needed to permit a quality control review, reproduction, and shipping, as necessary.
4. Complete work products so that they meet the highest possible standards, represent a professional quality, and fully satisfy TDA's clients' needs. TDA's standards of professional performance include clear, legible printed materials and slide shows that are compatible with Microsoft applications, such as Word, Excel and PowerPoint.
5. Deliver goods and Services covered by this Agreement at the lowest, best rate charged for similar work and charge TDA for hours worked up to the amount allowed in the Task Assignment or subcontract. When the development of materials has already been billed under a previous Task Assignment, Task Assignments thereafter that use the materials should not be billed for development time, unless the materials are demonstrably revised to warrant additional development time.
6. Complete all activities in a timely manner and according to the schedule contained in the Task Assignment or subcontract.
7. Keep the Project Coordinator informed of progress on all authorized activities and maintain a full record of activities authorized by the Task Assignment or subcontract. Provide a brief (one paragraph) report on progress of ongoing projects each month and as periodically requested by TDA, and, upon completion of each project, provide a detailed report of accomplishments, anticipated results, including copies of all work products.
8. Gain prior approval from the Project Coordinator for any Changes to the scope of work, schedule, or budget authorized in the Task Assignment or subcontract.
9. Credit TDA on all printed materials, slide shows, and oral presentations.
10. Otherwise conduct all authorized activities in a professional manner that reflects positively on TDA.

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