

# Knowledge Management Solutions, Inc.

## *Professional and Technical Services Agreement*

This Agreement is made effective as of \_\_\_\_\_, 202█, by and between Knowledge Management Solutions, Inc., located at 839 Elkridge Landing Road, Suite 205 Linthicum Heights, MD 21090 (the "Provider"), and \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ (the "Buyer").

The "Provider" provides technical services associated with enterprise software, specifically that software known as KMx, and is willing to provide these services to the "Buyer".

The "Buyer" desires to have services provided by the "Provider".

Therefore, the parties agree as follows:

**1. DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, 202█ the "Provider" will provide services (collectively, the "Services") in accordance with task statements (Attachment A) issued as amendments to this agreement. Task statements shall define the specific tasking to be performed by the "Provider" and shall include period of performance, specific deliverables and estimated cost based on the hourly rate associated with the labor category for the level of services provided (Attachment B).

**2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by the "Provider" shall be determined by the "Provider". The "Buyer" will rely on the "Provider" to work the hours to fulfill the obligations under this Agreement. The provider is not authorized to provide services that are not specifically documented in an amendment to this agreement.

**3. PAYMENT.** The "Buyer" will pay a fee to the "Provider" for the Services based on the rates documented in each task statement. Fees shall be payable with terms "net 30 days" from the date of the invoice for the period during which the services were performed. Upon termination of this Agreement, payments under this paragraph shall cease provided, however, that the "Provider" shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which the "Provider" has not yet been paid.

**4. EXPENSE REIMBURSEMENT.** The "Provider" shall be entitled to reimbursement from the "Buyer" for the following "out-of-pocket" expenses:

- Authorized Travel and Per Diem Expenses
- Copies and materials used in the preparation of deliverable items
- Other authorized expenses

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**5. SUPPORT SERVICES.** The “Buyer” will provide the following support services for the benefit of the “Provider”:

- Reasonable access for the “Provider’s” personnel to access the “Buyer’s” facilities to perform work assignments.

**6. TERM/TERMINATION.** This Agreement shall terminate automatically on \_\_\_\_\_, \_\_\_\_\_.

**7. RELATIONSHIP OF PARTIES.** It is understood by the parties that the “Provider” is an independent contractor with respect to the “Buyer”.

**8. DISCLOSURE.** The “Provider” is required to disclose any outside activities or interests, including participation in the development of prior inventions, that conflict or may conflict with the best interests of the “Buyer”. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- A product or product line of the “Buyer”
- Any activity that the “Provider” may be involved with on behalf of the “Buyer”

**9. EMPLOYEES.** The “Provider’s” employees who perform services for the “Buyer” under this Agreement shall also be bound by the provisions of this Agreement.

**10. INJURIES.** The “Provider” acknowledges the “Provider’s” obligation to obtain appropriate insurance coverage for the benefit of the “Provider’s” employees. The “Provider” waives any rights to recovery from the “Buyer” for any injuries that the “Provider’s” employees may sustain while performing services under this Agreement and that are a result of the negligence of the “Provider’s” employees.

**11. INDEMNIFICATION.** the “Provider” agrees to indemnify and hold the “Buyer” harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the “Buyer” that result from the acts or omissions of the “Provider”.

**12. ASSIGNMENT.** The “Provider’s” obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the “Buyer”.

**13. INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

- a. Development of Intellectual Property.* Any improvements to Intellectual Property of the “Buyer”, further inventions or improvements, and any new items of Intellectual Property discovered or developed by the “Provider” during the term of this Agreement that directly or relate to the products or services of the “Buyer” shall be the property of the “Buyer”.

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**14. CONFIDENTIALITY.** The “Buyer” recognizes that the “Provider” has and will have the following information:

- products
- prices
- costs
- future plans
- business affairs
- trade secrets
- technical information
- customer lists
- product design information
- copyrights

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of the “Buyer” and need to be protected from improper disclosure. In consideration for the disclosure of the Information, the “Provider” agrees that the “Provider” will not at any time or in any manner, either directly or indirectly, use any Information for the “Provider’s” own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of the “Buyer”. The “Provider” will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

**15. UNAUTHORIZED DISCLOSURE OF INFORMATION.** If it appears that the “Provider” has disclosed (or has threatened to disclose) Information in violation of this Agreement, the “Buyer” shall be entitled to an injunction to restrain the “Provider” from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. The “Buyer” shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**16. CONFIDENTIALITY AFTER TERMINATION.** The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

**17. RETURN OF RECORDS.** Upon termination of this Agreement, the “Provider” shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in the Provider’s” possession and that are the “Buyer’s” property or relate to the “Buyer’s” business.

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**18. 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:

IF for the “Buyer”:

Company  
Contact  
Title  
Address 1  
Address 2  
Phone

IF for the “Provider”:

Knowledge Management Solutions, Inc.  
Mr. Frank Adams  
Director, Finance & Administration  
839 Elkridge Landing Road, Suite 205  
Linthicum, MD 21090  
(410) 859-5725

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

**19. 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.

**20. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**21. 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.

**22. 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.

**Knowledge Management Solutions, Inc.**

**23. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Maryland.

Party receiving services:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

Party providing services:

Knowledge Management Solutions, Inc.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

**(Signature Page to Professional Services Agreement)**

**Attachment A**

**Knowledge Management Solutions, Inc.**

**Project/Task Order**

<b>Customer Name:</b>		<b>Date:</b>	
<b>Project Name:</b>		<b>Project Number:</b>	00x
<b>Task Name:</b>		<b>Task Order:</b>	00x
KMSI Project/Task Manager:		<b>Phone:</b>	
Customer Project/Task Manager:		<b>Phone:</b>	
<b>Scope of Work:</b>			
<b>Resource Requirements:</b> (including KMSI, Contractor and Customer Resources)			
<b>Project/Task Schedule:</b>			
<b>Deliverable</b>	<b>Start Date</b>	<b>Completion Date</b>	
1			
2			
3			
<b>Budget:</b>	FP	T&M	Labor
	\$	T&E	\$
<b>Deliverable</b>	<b>Labor Category</b>	<b>Hours</b>	<b>Rate/hour</b>
1			\$
2			\$
3			\$
<b>Total</b>			\$
<b>Milestones:</b> (including intermediate deliverables, meetings, client reviews and approvals)			
<b>Deliverable</b>	<b>Acceptance Criteria</b>	<b>Customer's Rep</b>	
1.			
2.			
3.			
<b>Assumptions:</b> (list assumptions – availability of subject matter experts, deliverable review cycles, availability of data and content, format of data and content, etc.)			
1.			
<b>Other Information:</b>			
<b>Revision No.:</b>	x	<b>Revision Description:</b>	
<b>Date Approved:</b>		<b>Customer Approval:</b>	

Knowledge Management Solutions, Inc.

Attachment B

**RATE TABLE**

Labor Category	Hourly Rate
Executive Consultant	\$200
Project Manager	\$150
Technical Consultant	\$125
Senior Engineer	\$125
Engineer	\$100
eLearning/Simulation Author	\$100
LMS Support Specialist	\$85
Technician	\$75
LMS Administrative Assistant	\$50