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Project Management Agreement

Alabama

This Project Management Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ ("Effective Date") by and between the following parties:

_____ ("Client"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

and

_____ ("Project Manager"), a corporation, incorporated under the laws of the state of Alabama, having its principal place of business at the following address:

_____

Client and Project Manager may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain the Project Management Services (as defined below) of Project Manager;

WHEREAS, Project Manager has the skills, qualifications, and expertise required to provide the Project Management Services to the Client;

WHEREAS, Project Manager wishes to render such Project Management Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Project" shall be used to refer to the following specific project that Project Manager will be leading for Client:

_____

B) "Project Management Services" shall be used to refer to the following specific services related to the Project that the Project Manager will provide to the Client under the terms and conditions set forth herein:

_____

C) "Commencement Date" shall be used to refer to the date the Project Manager begins work on the Project Management Services for the Client. The Commencement Date shall be _____.

D) "Completion Date" shall be used to refer to the date that the Project Manager will complete or cease the provision of Project Management Services to the Client. The Completion Date will be _____.

E) "Minimum Required Time" shall be used to refer to the minimum amount of time that the Project Manager must devote to the provision of Project Management Services under the terms of this Agreement. The Minimum Required Time is as follows:

_____

The Project Manager will keep the Client apprised of how much time is being spent on the Project, and will provide a breakdown of time upon Client's Request. If the Project Manager dedicates more than the Minimum Required Time to the Project the Fees will not be increased unless prior written approval is given by the Client, and any such

increase has been agreed to by both Parties. If the Project Manager does not spend at least the Minimum Required Time in providing the Project Management Services, the Fees will be reduced pro-rata for the percentage of the Minimum Required Time actually completed, or otherwise in accordance with the terms and conditions of this Agreement, unless otherwise agreed.

F) "Key Dates" shall be used to refer to specific dates during the Project that the Project Manager agrees to meet specific events or deadlines. The Key Dates will be as follows:

_____

G) "Fees" shall be used to refer to the payment Client will pay to Project Manager for the rendering of the Project Management Services. Specifically, the fees shall be as follows:

$2 (two US dollars), as a fixed fee for all Project Management Services rendered.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Project Manager hereby agrees to render the Project Management Services to Client, beginning on the Commencement Date and ending on the Completion date, along with meeting the specified Key Dates utilizing at least the Minimum Required Time, at the Location directed by the Client, as described below and Client agrees to pay Project Manager the Fees required for the Project Management Services.

Article 3 - LOCATION:

Project Manager will render the Project Management Services at the following location (throughout this agreement, "Location"):

_____

Article 4 - FEES:

The Client agrees to pay the Project Manager the required Fees, as outlined elsewhere in this Agreement, for the provision of the Project Management Services, subject to the following terms and conditions:

A) Invoice Interval: The Project Manager will be entitled to invoice the client at the

following time period: Weekly.

B) Invoice Period: The Client shall have the following time period in which to pay the Project Manager's invoice from the date it is sent:

_____

C) Method of Payment: Project Manager will accept the following forms of payment:

_____

D) Expenses: The Project Manager is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Project Management Services, including but not limited to traveling, photocopying, courier services and postage, subject to agreement from the Client. Expenses will be pre-approved in advance by Client.

E) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Project Manager shall be entitled to:

I) charge interest on the outstanding amount at the rate of 50%, yearly (fifty percent, yearly);

II) require Client to pay for the Project Management Services, or any remaining part of the Project Management Services, in advance;

III) cease performance of the Project Management Services completely or until payment is made, at the Project Manager's sole and exclusive discretion.

F) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Project Manager shall be the sole and exclusive responsibility of each, respectively.

Article 5 - CLIENT OBLIGATIONS:

During the provision of the Project Management Services, the Client hereby agrees to:

A) Cooperate with the Project Manager for anything the Project Manager may reasonably require;

B) Provide any information and/or documentation needed by the Project Manager relevant to the provision of Project Management Services or payment for the provision of Project Management Services;

C) Require any staff or agents of the Client to cooperate with and assist the Project Manager as the Project Manager may need;

D) Make available to the Project Manager, without fee or cost, any facilities, which may include, but are not limited to, a workspace, computer, or other physical equipment, the Project Manager may reasonably require.

Article 6 - INTELLECTUAL PROPERTY:

In accordance with the terms and conditions of this Agreement, the Project Manager may create certain intellectual property ("Created IP"), including, but not limited to, plans, drawings, specifications, reports, advice, analyses, designs, methodologies, code, artwork, or any other intellectual property as required to render the provision of Project Management Services to the Client. Unless the Parties otherwise agree, any such Created IP generated by the Project Manager in connection with the provision of Project Management Services to the Client shall belong to the Client.

Any intellectual property provided by the Client to the Project Manager to assist in the provision of Project Management Services, that was not created by Project Manager pursuant to this Agreement, shall belong to the Client. Any ancillary intellectual property belonging to the Project Manager, provided or shown to the Client in any way, that was not created by Client pursuant to this Agreement, shall belong to the Project Manager.

Article 7 - CONFIDENTIALITY:

Each Party hereby acknowledges and agrees that they and the other party each possess certain non-public Confidential Information (as hereinafter defined) and may also possess Trade Secret Information (as hereinafter defined) (collectively the "Proprietary Information") regarding their business operations and development. The Parties agree that the Proprietary Information is secret and valuable to each of their respective businesses, and the Parties have entered into a business relationship, through which they will each have access to the other party's Proprietary Information. Each of the Parties desires to maintain the secret and private nature of any Proprietary Information given. "Receiving Party" refers to the Party that is receiving the Proprietary Information and "Disclosing Party" refers to the Party that is disclosing the Proprietary Information.

A) Confidential Information refers to any information which is confidential and commercially valuable to either of the Parties. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to either of the Parties.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;

II) is already known, through legal means, to the Receiving Party;

III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;

IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or

V) is developed independently by the Receiving Party, and the Receiving Party can show such independent development.

B) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

C) Both Parties hereby agree they shall:

I) Not disclose the Proprietary Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;

II) Not disclose the Confidential Information via any unauthorized means to any third

parties for a period of 3 (three) years following the termination of this Agreement;

III) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

IV) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

Article 8 - COMPETITION:

During the course of this Agreement and for a period of one year following the termination of this Agreement, the Project Manager agrees to refrain from engaging, directly or indirectly, in any form of commercial competition (including, but not limited to, through business, marketing, investment or financial activities) with the Client. The Project Manager, as well as their employees, agents, and/or representatives, agree not to engage in any form of commercial competition either single-handedly or through the employment or contracting with a third-party or organization. Specifically, the Project Manager shall not:

A) Use any of the Proprietary Information directly or indirectly to procure a commercial advantage over the Client or otherwise use any designs, ideas or concepts created by or belonging to the Client without the express written consent of the Client;

B) Solicit the clients or customers of the Client to provide services or supply goods to them of the same or a similar type to those provided by the Client during the course of this Agreement and for a period of one year following the termination of this Agreement;

C) Endeavor to entice away from the Client or employ or offer to employ any person who is employed by the Client during the term of this Agreement and for one year following the termination of this Agreement, whether or not the person would commit a breach of his or her contract of employment by being enticed or accepting employment with them. This prohibition shall not apply to the recruitment of any such employee who has answered a bona fide advertisement or been recruited by an agency to the Project Manager, if the Project Manager has not given directly or indirectly any form of encouragement to that employee to do so.

Article 9 - WARRANTIES:

The Project Manager represents and warrants that it will perform the Project Management Services using reasonable care and skill for a Project Manager in their field and that any end products or materials given by the Project Manager to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 10 - LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either party's negligence, either party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Project Manager.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

Article 11 - INDEMNITY:

Client hereby agrees to indemnify Project Manager, and all of Project Manager's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred as a result of the Project Management Services rendered this Agreement or any transaction or matter connected with the Project Management Services or the relationship between Project Manager and client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 12 - TIME FOR PERFORMANCE:

Time shall be of the essence for the performance by the Project Manager of its obligations under the Agreement. Any dates, periods or times for performance specified in the Agreement are to be met, and in default, the Project Manager will be in breach of the Agreement.

Article 13 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within fourteen (14) days or that should have been remedied within fourteen (14) days after a written request and was not;

II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;

III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Project Manager if the Client fails to pay any requisite Fees within seven (7) days after the date they are due or if Project Manager becomes aware of any violation of law arising in connection with the Project. The Project Manager may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Project Management Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Project Manager related to the rendering of Project Management Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement that is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 14 -

Article 15 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not

permissive, but rather mandatory in nature.

B) RENEWAL: The Parties may wish to renew this Agreement under the terms listed herein. If either Party desires renewal, they may express this in writing to the other Party at least thirty days' prior to termination. The Parties may then negotiate a renewal under these terms through a written addendum.

C) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

D) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased, or otherwise transferred in whole or part by either Party.

E) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

F) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

G)

H)

I) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

J) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

K) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

L) FORCE MAJEURE: Project Manager is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

M) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Project Manager:

_____

Client:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____

Name: _____

Representative Name:_____

Representative Signature:_____

Representative Title:_____