

# TECHNOLOGY RESEARCH & DEVELOPMENT PARTNERSHIP AGREEMENT

THIS TECHNOLOGY RESEARCH & DEVELOPMENT PARTNERSHIP AGREEMENT (the "**Agreement**") made on \_\_\_\_\_ (the "**Effective Date**"), by and between **JMA RESOURCES, INC.** (hereinafter referred to as "**JMA**"), a Pennsylvania corporation with its principal business located at 2 Market Plaza Way, Suite 6, Mechanicsburg, PA 17055 and **City of Frostburg** (hereinafter referred to as "**City**") located at 37 S Broadway, Frostburg, MD 21532.

**WHEREAS** JMA has the capability and capacity to provide certain experimental technology products and services; and

**WHEREAS** City desires to retain JMA to provide access to those products and services, and JMA is willing to perform such services under the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JMA and City agree as follows:

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the City and JMA (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## 1. SERVICES PROVIDED

The City hereby agrees to engage JMA to provide the City with the following services (the "Services"):

- a. JMA to provide access to the 76Unboxed system for:
  - Municipal Staff (as appropriate for system use)
  - Historic District Commission members
  - City Council Members (including Mayor if appropriate)
  - Property Owners within the Historic District
- b. Issue Diagnosis & Resolution: Troubleshoot and resolve reported bugs or operational issues, and assist users of the products with usability questions, access problems, and data anomalies.
- c. Frostburg to provide:
  - Access to all parties identified in section 1.a. for JMA to collect feedback including usage experience, problem reporting, professional personal opinions on the product via polling, survey and interview.
  - Assistance in communication and implementation where appropriate
  - Good faith effort to use the product as part of their conduct of municipal business, specifically, the Historic District Commission processes.

System Terms and Conditions are currently in draft and will not be finalized until June 1. Drafts will be provided for review and feedback throughout the testing process.

## CONTACT

 2 Market Plaza Way, Suite 6  
Mechanicsburg, PA 17055

 717.409.0020 Office  
717.467.4005 Fax

 [info@jmares.com](mailto:info@jmares.com)

## 2. TERM OF AGREEMENT

The term of this Agreement (the "Term") will begin on the date of this Agreement and will continue until termination via written notification by either of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 14 days' written notice to the other Party.

## 3. PERFORMANCE

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## 4. CURRENCY

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## 5. FEES

In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay a total of \$0 for as long as this agreement is in place and the product ("76Unboxed") is supported by JMA, but not less than 5 years.

## 5. REIMBURSEMENT OF EXPENSES

The Service Provider will assume responsibility for all expenses it incurs by execution of this agreement.

## 6. CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and Customer records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

## 7. OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related materials (the "Intellectual Property") created, developed, or produced under this Agreement will be the sole and exclusive property of JMA ("Service Provider").

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## **8. RETURN OF PROPERTY**

Upon the expiration or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

In the event that this Agreement is terminated by the Customer prior to completion of the Services the Service Provider will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Service Provider or, where agreed between the Parties, to compensation in lieu of recovery.

## **9. CAPACITY/INDEPENDENT SERVICE PROVIDER**

In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent Service Provider and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Customer is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Service Provider during the Term. The Service Provider is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Service Provider under this Agreement.

## **10. AUTONOMY**

Except as otherwise provided in this Agreement, the Service Provider will work autonomously and without direct supervision by the Customer but will remain responsive to the reasonable needs, concerns, and requirements of the Customer. The Service Provider agrees to perform the Services in accordance with the agreed-upon timelines, quality standards, and any applicable laws or corporate policies provided by the Customer.

## **11. EQUIPMENT**

Except as otherwise provided in this Agreement, the Service Provider will provide at the Service Provider's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **12. NO EXCLUSIVITY**

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **13. NOTICE**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

City of Frostburg  
37 South Broadway  
Frostburg, MD 21532, USA

JMA Resources, Inc.  
2 Market Plaza Way, Suite 6  
Mechanicsburg, PA 17055, USA

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or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

#### **14. INDEMNIFICATION**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

#### **15. MODIFICATION OF AGREEMENT**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

#### **16. ASSIGNMENT**

The Service Provider will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

#### **17. ENTIRE AGREEMENT**

This Agreement, including and together with any related Statements of Work, Addendums, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement sets forth the entire Agreement between the parties and supersedes any and all other Agreements between the parties hereto; the terms may not be changed or modified except by an instrument of writing duly signed on behalf of both parties.

#### **18. ENUREMENT**

This Agreement will ensure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **19. TITLES/HEADINGS**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

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**20. GENDER**

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**21. SEVERABILITY**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**22. WAIVER**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**City of Frostburg**

**JMA Resources, Inc.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed name*

Nancy Martindell

\_\_\_\_\_  
*Printed name*

\_\_\_\_\_  
*Title*

President

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*