

SWFT Services Agreement

THIS SERVICES AGREEMENT (Agreement) is made and entered into by and between Kinsey Consulting, LLC (Consultant) and the company listed below (Client). This Agreement shall be effective on the date of last signature below (the Effective Date).

CLIENT INFORMATION

Company Name: _____

Operating / Billing Address: _____

Telephone No: _____ **DUNS:** _____

Federal Tax ID Number: _____ **CAGE:** _____

FSO Name: _____ **FSO email:** _____

FSO Phone: _____ **NCMS Chapter:** _____

Additional POC Name: _____ **email:** _____

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. ENGAGEMENT AND SERVICES

Upon the terms and subject to the conditions hereof, Client hereby engages Consultant, and Consultant accepts the engagement, to provide Client with Electronic Fingerprint Processing as set forth in the Services/Schedule of Fees listed in Section 2 (Services), as requested by Client. Services shall be provided only as requested by Client pursuant to the terms of this Agreement and Client makes no commitment to any volume or minimum Services to be provided under this Agreement.

Client may elect to have Consultant upload electronic fingerprints to the Secure Web Fingerprint Transmission (SWFT) system on Client’s behalf or elect to upload the electronic fingerprints to the SWFT system on their own, in which case Consultant will provide Client with the electronic fingerprint to be uploaded. If necessary, Clients will be designated authorized users, as defined by the U. S. Defense Manpower Data Center (DMDC). Consultant agrees to provide the Services in good faith, in a professional and workmanlike manner and in accordance with the reasonable instructions of Client.

2. PAYMENT

All services require pre-payment via Consultant’s website. Each party shall be responsible for paying all taxes, if any, imposed upon it by applicable law in connection with this Agreement. Pricing is subject to change at Consultant’s discretion following notification to Client.

Services/Schedule of Fees

SWFT Live Scan 1 (we capture and submit)	\$45 each \$40 each (NCMS Member)	Prints captured electronically and submitted via SWFT for you. No SWFT account required!
SWFT Live Scan 2 (we capture, you submit)	\$40 each \$35 each (NCMS Member)	Prints captured electronically, file encrypted and given to FSO for submission via SWFT
Flat Mobile Fee (30 mile radius)	\$99 each visit	Mobile service from Frederick, MD. Only one fee per visit (regardless of number of prints captured)
SWFT Card Scan 1 (we convert and submit)	\$30 each \$25 each (NCMS Member)	Fingerprint cards scanned and converted to electronic file for submission via SWFT. No SWFT account required!
SWFT Card Scan 2 (we convert, you submit)	\$25 each \$20 each (NCMS Member)	Fingerprint cards scanned and converted to electronic file, file encrypted and given to FSO for submission via SWFT
SWFT Upload (you have the EFT, we submit)	\$30 each \$25 each (NCMS Member)	One EFT file submitted via SWFT for you. No SWFT account required!

3. TERM AND TERMINATION

The term of this Agreement shall commence on the date indicated below and shall continue to renew annually on the anniversary of the date hereof. Client and Consultant may terminate this agreement with 30 days written notice to the other party.

4. CONFIDENTIALITY

During the term of this Agreement, and thereafter in perpetuity, Consultant and Client shall not, without the prior written consent of the other party, disclose to anyone (other than each other) any Confidential Information. “Confidential Information” for the purposes of this Agreement shall include either party’s proprietary information such as, but not limited to: personally identifiable information (PII), customer lists, business plans, marketing plans, financial information, designs, drawing, specifications, models, software, source codes and object codes. Confidential Information shall **not** include any information that:

- i. Is disclosed by Client without restriction;
- ii. Becomes publicly available through no act of Consultant;
- iii. Is rightfully received by Consultant from a third party.
- iv. Is defined by Executive Orders as classified national security information.

The receiving party shall exercise the same degree of care of protection for the disclosing party’s Confidential Information as it does its own, but no less than reasonable care, and shall be liable for any inadvertent disclosure, for which the disclosing party is directly responsible, or use of information received hereunder other than for the intended purpose of this Agreement. Each party shall notify the other in writing immediately upon the occurrence of any unauthorized release of Confidential Information, whether inadvertent or otherwise, and shall use reasonable efforts to prevent or limit any further dissemination of such Confidential Information.

5. NOTICES

Any notice required to be given or otherwise given pursuant to this agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows. Electronic mail (e-mail) is also acceptable if the recipient acknowledges receipt.

If to Consultant: Kinsey Consulting, LLC
 5257 Buckeystown Pike #212
 Frederick, MD 21704
 info@kinsey-consulting.com

If to Client: Address/email listed above

6. TOOLS AND SUPPLIES

Unless otherwise agreed to by Client in advance, Consultant shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Consultant's services hereunder. Client may, at its discretion, provide Consultant resources for the performance of services.

7. CONTROLLING LAW

This Agreement shall be governed by and constructed in accordance with the laws of the State of Maryland.

8. RELATIONSHIP OF THE PARTIES

Consultant and Client are acting solely as independent contractors under this Agreement. It is expressly understood and agreed by the parties hereto that nothing in this Agreement, its provisions or transactions and relationships contemplated hereby shall constitute either party as the agent, employee, partner or legal representative of the other for any purpose whatsoever, nor shall either party hold itself out as such. Neither party to this Agreement shall have the authority to bind or commit the other party hereto in any manner or for any purpose whatsoever, except as may be expressly provided for herein, but rather each party shall at all times act and conduct itself in all respects and events as an independent contractor. This Agreement creates no relationships of joint ventures, partners, associates or principal and agent between the parties hereto. This is a non-exclusive Agreement.

9. FINAL AGREEMENT

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

10. AUTHORIZATION

Client may elect to upload fingerprints to SWFT using Client’s SWFT account. If Client wants Consultant to ever have authorization to upload fingerprints to SWFT on Client’s behalf, either the second or third option below must be selected. **Initial the preferred option:**

_____ Client has or will obtain its own SWFT account and will always upload fingerprints to SWFT using Client’s SWFT account.

_____ Client authorizes Consultant to upload fingerprints to the Secure Web Fingerprint Transmission (SWFT) system on Client’s behalf with full SWFT privileges. Client will complete the required Personnel Security System Access Request (PSSAR) form to enable Consultant to provide Services in this capacity. **Client does NOT need a SWFT account for this option.** The PSSAR form will be sent to Client by Consultant upon receipt of signed agreement.

_____ Client authorizes Consultant to upload fingerprints to the Secure Web Fingerprint Transmission (SWFT) system on Client’s behalf with limited SWFT privileges. **Client is required to have a SWFT account for this option.** (NOTE: by selecting this option, Client may still elect to upload fingerprints to SWFT at any time. This selection simply authorizes Consultant to upload to SWFT on Client’s behalf, upon request by Client). No PSSAR is required if this option is selected.

If at any time Client opts to upload fingerprints to SWFT on their own, Consultant agrees to provide Client the required electronic file via email (if necessary, based on the service option) using FIPS 140-2 compliant encryption for the file.

11. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated below.

Client Authorized Signature

Date

Print Name and Title

Company Name

Consultant Authorized Signature

Date

Print Name and Title

Company Name

e-mail signed agreement to: swft@kinsey-consulting.com