

MASTER AGREEMENT FOR PROFESSIONAL COMPILATION SERVICES

This Master Agreement for Professional Compilation Services (the "Agreement") is entered into as of _____, 20____ (the "Effective Date"), by and between:

Provider: _____, with a principal place of business at _____ ("Service Provider"), and

Client: _____, with a principal place of business at _____ ("Client").

WHEREAS, Client desires to retain Service Provider to perform professional compilation services, including but not limited to the gathering, organizing, formatting, and structuring of data, materials, or code as specified in individual Statements of Work; and

WHEREAS, Service Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES

Service Provider shall perform the compilation services described in one or more Statements of Work (each, an "SOW") executed by both parties. Each SOW shall reference this Agreement and shall detail the specific scope, deliverables, timeline, and fees. In the event of any conflict between the terms of this Agreement and an SOW, this Agreement shall govern unless the SOW explicitly states otherwise.

2. PERFORMANCE AND DELIVERY

- a. **Standard of Conduct:** Service Provider shall perform the services in a professional manner, utilizing reasonable skill and care, and in accordance with industry standards.
- b. **Delivery:** Service Provider shall deliver the compiled deliverables on or before the dates specified in the applicable SOW.
- c. **Acceptance:** Client shall have _____ business days from receipt of a compiled deliverable to review and accept or reject it in writing based on conformity to the specifications in the SOW. If no rejection is received within this period, the deliverable shall be deemed accepted.

3. COMPENSATION AND PAYMENT TERMS

- a. **Fees:** Client shall pay Service Provider the fees set forth in the applicable SOW.
- b. **Invoicing:** Service Provider shall invoice Client in accordance with the schedule set forth in the SOW.
- c. **Payment Terms:** All invoices shall be paid within _____ days from the date of the invoice. Late payments shall be subject to an interest charge of _____ % per month or the maximum rate permitted by law, whichever is less.

4. INTELLECTUAL PROPERTY RIGHTS

- a. **Client Materials:** Client retains all right, title, and interest in and to all data, materials, and information provided to Service Provider for the purpose of performing the compilation services.
- b. **Compiled Deliverables:** Upon full and final payment of all outstanding invoices, all proprietary rights, title, and interest in the finalized compilation deliverables shall vest in the Client, except as provided below.
- c. **Provider Tools:** Service Provider retains all rights to its pre-existing tools, methodologies, software templates, and compiled code libraries used or developed in the course of performing the services. Service Provider grants Client a non-exclusive, royalty-free, perpetual license to use such tools to the extent they are integrated into the deliverables.

5. CONFIDENTIALITY

Each party agrees to hold in confidence and protect all non-public information disclosed by the other party that is designated as confidential or should reasonably be understood to be confidential. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except as required by law.

6. TERM AND TERMINATION

- a. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect for _____ year(s), unless terminated earlier in accordance with this Section.
- b. **Termination for Convenience:** Either party may terminate this Agreement or any SOW for convenience upon _____ days' written notice to the other party.
- c. **Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term and fails to cure such breach within _____ days of receiving written notice thereof.
- d. **Effect of Termination:** Upon termination, Client shall pay Service Provider for all services rendered and expenses incurred up to the effective date of termination.

7. LIMITATION OF LIABILITY AND INDEMNIFICATION

In no event shall either party be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement. Service Provider's total cumulative liability under this Agreement shall not exceed the total amount paid by Client to Service Provider under the specific SOW giving rise to the claim.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in _____.

9. MISCELLANEOUS

This Agreement, along with any executed SOWs, constitutes the entire agreement between the parties and supersedes all prior discussions or agreements. This Agreement may only be amended in a writing signed by both parties.

CLIENT:

SERVICE PROVIDER:

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date