



IT Professional Service Provider Agreement

This Professional Service Provider Agreement ("Agreement"), entered into on 11th of August, 2017 and between Rutgers, The State University of New Jersey ("Rutgers") and Infosilem Inc. "Service Provider").

Scope of Services

Service Provider agrees to perform the services described in Exhibit A, Scope of Work ("Services").

Additional Work and/or Special Projects

The Service Provider is not authorized to perform any additional work or special projects without first obtaining written approval and a Purchase Order from University Procurement Services.

Rutgers has the right to request additional work and/or expand the services to other locations and/or departments throughout the University. If Rutgers requests additional work, written approval through an Amendment to this agreement must be signed by both parties.

In the event the Service Provider proceeds with additional work and/or special projects without the written approval of the Executive Director of University Procurement Services, it shall be at the Service Provider's sole risk. Rutgers shall be under no obligation to pay for work done without the Executive Director of University Procurement Services written approval.

Suspension of Work Project

The Executive Director of University Procurement Services may, for valid reason, issue a stop order directing the Service Provider to suspend work under the Agreement for a specific time. The Service Provider shall be paid until the effective date of the stop order. The Service Provider shall resume work upon the date specified in the stop order or upon such other date as the Executive Director of University Procurement Services may thereafter direct in writing. The period of suspension shall be deemed added to the Service Provider's approved schedule of performance. The Executive Director of University Procurement Services and the Service Provider shall negotiate an equitable adjustment, if any, to the contract price.

Option to Reduce Scope of Work Projects

Rutgers has the option, in its sole direction, to reduce the scope of work for any task or subtask, called for under this Agreement. In such an event, the Executive Director of University Procurement Services shall provide advanced, written notice to the Service Provider.

Upon receipt of such written notice, the Service Provider shall submit, within five (5) working days to the Executive Director of University Procurement Services, an itemization of the work effort already completed by task or subtasks. The Service Provider shall be compensated for such work effort according to the applicable portions of its cost proposal.

Payment

Conditioned upon Service Provider's performance of the Services in accordance with this Agreement, Rutgers will pay Service Provider the amounts defined in Exhibit A as the Fees. The Fees specified in Exhibit A represent Rutgers' total financial commitment to Service Provider for all Services and deliverables, applicable taxes, and other obligations under this Agreement. Rutgers is not subject to any sales or use taxes and such taxes will not be included in the Fees charged by Service Provider. Service Provider will provide invoices directly to the Project Director identified in Exhibit A. Undisputed invoices will be paid within 45 days of receipt of invoice to the Service Provider.

Term

The term of this Agreement is from 11 August, 2017 to 11 August, 2022, unless otherwise terminated in accordance with this Agreement. Services may not begin nor payment authorized prior to execution of this Agreement by an authorized signatory in Rutgers University Procurement Services.

Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the Service Provider to continue services, if requested by Rutgers, until new services can be completely operational. The Service Provider acknowledges its responsibility to fully cooperate with Rutgers and the replacement Service Provider to ensure a smooth and timely transition. Such transitional period shall not exceed more than ninety (90) days beyond the expiration date of the contract or any extension thereof.

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

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The Service Provider(s) shall be paid for services during the transitional period at the rate in effect when the transitional period is invoked by Rutgers.

Termination

Rutgers may terminate this Agreement in whole or in part at any time without cause upon at least 15 working days written notice to Service Provider. If this Agreement is a subcontract (with Rutgers being the contractor to another party, and Service Provider being Rutgers' subcontractor), then Rutgers may immediately terminate this Agreement upon written notice to Service Provider if the prime contract is terminated for any reason.

If Rutgers terminates this Agreement without cause, Rutgers will promptly pay Service Provider for its Services performed through the effective date of termination, in accordance with the terms of this Agreement.

Rutgers may terminate this Agreement upon at least 10 working days written notice to Service Provider, for Service Provider's breach of this Agreement, unless during such notice period, Service Provider fully cures the breach to Rutgers reasonable satisfaction.

Service Provider may terminate this Agreement upon at least 30 working days' written notice to Rutgers, for Rutgers' failure to pay any undisputed amounts then due, unless during such notice period Rutgers fully cures the breach.

In the event of any termination, or at any time upon Rutgers' request, Service Provider will: (i) immediately return to Rutgers any Rutgers proprietary materials and information in Service Provider's possession or control, including, without limitation all Rutgers Confidential Information and any deliverables then under development; and (ii) at Rutgers' request, cooperate with Rutgers in the transition of the work performed under this Agreement to Rutgers or its designee.

Any provisions of this Agreement (including, but not limited to, confidentiality and indemnity obligations) that by their nature extend beyond termination will remain in effect in accordance with their terms.

Performance of Services

Service Provider will perform the Services in a timely manner and in accordance with any project schedule set forth in Exhibit A. The parties agree that "time is of the essence" with respect to Service Provider's performance.

Service Provider will assign qualified and experienced personnel to perform the Services. Where Exhibit A identifies specific Service Provider personnel, these individuals will remain assigned to provide the Services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit A, unless otherwise approved in writing by Rutgers. If Rutgers objects to the manner of performance of any Service Provider personnel (including any third party contractors or agents of Service Provider), Service Provider will promptly take all necessary actions to rectify the objections, including, if requested by Rutgers, the prompt removal of the individual from the provision of Services to Rutgers. If it becomes necessary to replace any personnel, Service Provider will provide as a replacement a person with equivalent or better qualifications, as approved by Rutgers (such approval not to be unreasonably withheld).

Rutgers will have a reasonable opportunity (not to exceed 30 days, unless otherwise specified in Exhibit A) to review all deliverables or Services provided to Rutgers under this Agreement. If Rutgers informs Service Provider of a deficiency in the deliverables or Services, Service Provider will promptly make corrections and re-submit them to Rutgers for review and approval. Service Provider will not charge Rutgers for the time and expense in making corrections to deliverables that fail to comply with the requirements of this Agreement. If Service Provider is not able to timely make all appropriate corrections, Rutgers may elect to terminate this Agreement, in which event Service Provider will promptly refund any amounts previously paid by Rutgers for work not performed in accordance with this Agreement. Nothing in this clause will excuse Service Provider from meeting any delivery or project schedule set forth in Exhibit A.

Service Provider will provide timely and complete status and other reasonable reports to the Rutgers Project Director at least once each month or as otherwise required by Exhibit A. Status reports will identify anticipated or actual project delays or issues in reasonable detail. If Service Provider believes that Rutgers is failing to perform any activity or obligation that will delay or interfere with Service Provider's performance of this Agreement, Service Provider will promptly notify the Rutgers Project Director in writing, and will cooperate with Rutgers efforts to resolve the matter. Rutgers' failure to perform any activity or obligation will not excuse Service Provider's delay or nonperformance, unless Service Provider provides timely notice to Rutgers in accordance with this Agreement.

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Service Provider will perform the Services in accordance with all applicable laws, rules and regulations, including but not limited to equal employment opportunity and import and export control laws and regulations. If Services are funded through a government grant or contract, Service Provider will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

Indemnification

Service Provider will indemnify, hold harmless and defend Rutgers, its governors, officers, faculty, students, agents, and employees against any and all damages, suits, actions, claims, liabilities, losses, judgments, costs and expenses arising out of or relating to (i) any personal or bodily injury (including death) or property damage caused by Service Provider's negligent, willful, or unlawful acts or omissions or breach of this Agreement, (ii) breach of Service Provider's confidentiality obligations, or (iii) an infringement or misappropriation of any third party intellectual property or proprietary rights (including, without limitation, trademark, trade secret, copyright or patent) by the Services or Work Product.

Insurance

Service Provider shall, and cause its subcontractors of any tier, to maintain, at its own cost and expense, the insurance policies described herein and submit to Rutgers at execution of this Purchase Order evidence thereof in the form of current certificates of insurance certifying all coverage. All policies and certificates of insurance, except workers' compensation, shall be endorsed to name Rutgers as an additional insured and provide for the insurer's waiver of subrogation in favor of Rutgers. Such coverage shall be deemed primary coverage irrespective of any insurance maintained by Rutgers. All policies and certificates shall contain the provision that the insurance shall not be cancelled for any reason, except after thirty (30) days written notice to Rutgers. The following insurance coverage is the minimum required and shall not relieve the Supplier of any liability where liability for injury, death, and property damage is greater than the insurance coverage:

- (1) Commercial General Liability Insurance covering bodily injury, death or property damage with minimum combined single limits of \$2,000,000.00 per occurrence and in the aggregate. This policy shall be endorsed to name the Rutgers as an additional insured and include broad form contractual liability, products liability and completed operations coverage.
- (2) Worker's Compensation and Employer's Liability Insurance which provides statutory coverage in accordance with the Worker's Compensation Laws of the State of New Jersey and Employer's Liability coverage with limits of not less than:
 - \$1,000,000 each employee for Bodily Injury by Accident
 - \$1,000,000 each employee for Bodily Injury by Disease
 - \$1,000,000 Bodily Injury by Disease policy limit
- (3) Business Automobile Liability insurance covering all owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 each accident and in the aggregate.
- (4) Professional Liability or Errors and Omissions Insurance covering the work under this Agreement in the following amounts, \$1,000,000 per claim, \$3,000,000 in the aggregate.

Failure to maintain insurance coverage consistent with the provisions of this Section shall be considered a material breach of contract.

Ownership Rights

Service Provider may incorporate or develop processes, works of authorship whether or not fixed in a tangible medium of expression and other information and know-how in the course of delivering the Services (collectively hereinafter "Work Product") either alone or in conjunction with any other person or entity during the term of this agreement.

Service Provider will retain ownership of its pre-existing and proprietary materials and of intellectual property that may be incorporated into the Work Product. Service Provider hereby grants Rutgers a perpetual, irrevocable, royalty-free, worldwide right and license to freely use, make, have made, reproduce, disseminate, display, perform, and create derivative works based on the Work Product or otherwise provided to Rutgers, in the course of performing the Services, but solely for the purpose of the scope of the project. Rutgers shall not distribute the Work Product or any portion(s) thereof outside the University for any purposes without prior written consent of the Service Provider.

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Warranties

Rutgers and Service Provider hereby represent and warrant that (i) each party has the legal capacity to execute and perform this Agreement; and (ii) that this Agreement is not fully executed until the issuance of a Rutgers Purchase Order to Service Provider.

Service Provider represents and warrants (i) that it is not debarred, suspended, proposed for debarment, declared ineligible; (ii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with the terms of any existing agreement or understanding to which Service Provider is a party; (iii) that the execution and performance of this Agreement by Service Provider does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding on Service Provider; (iv) that Service Provider knows of no reason why Service Provider is in any way (physically, legally or otherwise) precluded from performing the obligations under this Agreement in accordance with its terms; and (v) that it does not have any non-disclosure, confidentiality, non-competition or other similar obligations to any current or former employer or any other person or entity, concerning proprietary, secret or confidential information used in this Agreement.

Service Provider shall not disclose to Rutgers or induce Rutgers to use any proprietary, secret or confidential information or material belonging to others, including any current or former employers or persons with whom Service Provider has had a consulting arrangement.

In addition, Service Provider warrants that it will perform the Services (i) in a diligent and highly professional manner, (ii) in accordance with applicable law; and (iii) through experienced individuals qualified to perform the Services. Service Provider will obtain all required governmental and third-party licenses, approvals, and permits appropriate for the provision of Services and deliverables.

Further, Service Provider warrants that all deliverables will be developed in accordance with the quality standards of the applicable industry, and will meet in all respects the requirements set forth in Exhibit A and this Agreement. Without limitation, Service Provider warrants, to the extent applicable, that the deliverables will operate fully and correctly on the hardware and operating system and in conjunction with other software programs with which they are intended to operate and interface.

Service Provider further warrants that the Services and deliverables will not infringe or misappropriate the rights of any third party, and that Service Provider has all power and authority to convey ownership of the Services and deliverables to Rutgers in accordance with this Agreement.

Service Provider further warrants that deliverables do not include, and that any method of transmitting the deliverables to Rutgers will not introduce, any program, routine, subroutine, or data (including malicious software or "malware," viruses, worms and Trojan Horses) that are designed to disrupt the proper operation of the deliverables or any other software or system used by Rutgers, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause the deliverables or any system or software used in connection with the deliverables to be destroyed, damaged or rendered inoperable.

Service Provider warrants that there exists no actual, potential or appearance of conflict between Service Provider and Rutgers. Furthermore, Service Provider represents that it has not offered (and will not offer during the term of this Agreement) any compensation, reward, gift, favor, service, outside employment, reimbursement of expenses, loan, ownership interest, or anything else of value, to any officer, employee, or faculty member of Rutgers as an inducement to enter into or renew this Agreement. Service Provider will notify Rutgers in writing of any change in conditions that might give the appearance of a conflict of interest.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b (b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Where the sale of goods and services hereunder requires compliance with any state or federal anti-kickback statute, and/or any federal or state anti-referral law, including the "Stark Law", Supplier certifies that it has received a copy of the RBHS Code of Conduct and Rutgers' Stark Law and Anti-Kickback Statute Policies and Procedures. The RBHS Code of Conduct is available at <http://rbhs.rutgers.edu/complweb/code/conduct.pdf>. Rutgers' Stark Law and Anti-Kickback Statute Policies and Procedures are available at <http://policies.rutgers.edu/10021-currentpdf> at <http://policies.rutgers.edu/10027-currentpdf> <http://policies.rutgers.edu/10024-currentpdf>

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The warranties set forth in this Agreement are exclusive, and neither party makes any other warranty, express or implied, including any implied warranties of merchantability and fitness for a particular use.

Remedies

Service Provider acknowledges that Rutgers will be irreparably harmed if Service Provider's obligations hereunder are not specifically enforced and that Rutgers would not have an adequate remedy at law in the event of an actual or threatened violation by Service Provider of its obligations hereunder. Therefore, Service Provider agrees and consents that Rutgers shall be entitled to an injunction, including preliminary, or any appropriate decree of specific performance for any actual or threatened violation or breach by Service Provider or any agent of Service Provider, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by Rutgers resulting from any such breach or threatened breach. Service Provider further agrees that, in such event, Service Provider shall reimburse Rutgers for its attorneys' fees and costs. In the event Rutgers applies to seal any papers produced or filed in any judicial proceedings to preserve confidentiality, Service Provider specifically agrees not to oppose such application and to use its best efforts to join such application.

Relationship of the Parties

Service Provider is an independent contractor, and nothing in this Agreement constitutes the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.

Furthermore, Service Provider and its employees or agents, are not, and shall not be considered, employees of Rutgers. Service Provider acknowledges full responsibility for compliance with all Federal, State, and City tax regulations regarding taxes that may accrue for the Services, including expenses, if any, paid to Service Provider as a result of services rendered to Rutgers. Further, Rutgers will not provide any medical, health, insurance or similar plans or workers' compensation or any other benefit whatsoever to Service Provider, its agents or employees.

Service Provider has no actual authority, nor shall the Service Provider give the impression of having apparent authority, to bind or represent Rutgers with regard to any third parties.

Confidential Information

Service Provider will treat as confidential all data, records, accounts, and other information regarding Rutgers and its affiliates that become known to Service Provider or is generated by Service Provider through its activities hereunder, including information regarding Rutgers and its affiliates' operations, policies, procedures, faculty, employees, students, information technology systems, and financial information and plans ("Rutgers Confidential Information"). Rutgers Confidential Information includes the Services and deliverables. Service Provider's confidentiality obligations include establishing and maintaining appropriate safeguards, procedures, and systems to avoid the unauthorized destruction, loss, alteration, access to, or disclosure of any Rutgers Confidential Information, in accordance with the standards of the applicable industry and as otherwise required by applicable law.

Rutgers will treat as confidential all of Service Provider's proprietary methodologies, software and materials that Service Provider provides to Rutgers hereunder and which are marked "Confidential" or "Proprietary" ("Service Provider Confidential Information"). In no event will Service Provider Confidential Information be deemed to include any Rutgers Confidential Information.

During and after the term of this Agreement, neither party will use nor disclose the other party's Confidential Information, except for the purpose of providing, receiving or using the Services in accordance with this Agreement, or as may be required by law, regulation or court order. Service Provider will obtain from all subcontractors and agents authorized to perform the Services under this Agreement a signed written statement agreeing to the confidentiality provisions herein.

The obligations of confidentiality under this Section do not apply to any information to the extent it: (i) was known to the receiving party prior to such party's receipt of or access to that information under this Agreement, (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the receiving party, (iii) is acquired from a third party entitled to disclose the information without obligation of confidentiality, or (iv) is developed independently and without use of the disclosing party's Confidential Information.

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Except as otherwise required by applicable laws or regulations, including but not limited to, the New Jersey Open Public Records Act, the parties agree to, and to cause their respective affiliates to, keep confidential all non-public information relating to this Agreement.

Use of Name

Service Provider will not use the name, insignia, or symbols of Rutgers, its faculties or departments, or any variations or combination thereof, or the name of any governors, faculty member, other employee, or student of Rutgers for any purpose whatsoever without Rutgers' prior written consent.

Access to Records

Rutgers shall have full access to records, including, but not limited to financial records, in connection with this Agreement. All financial records must be maintained separately from all other accounts and shall be subject to audit by Rutgers at any time. Service Provider shall maintain all documentation related to products, transactions, or services under the contract for a period of five years from date of final payment. Such records shall be made available to the New Jersey Office of State Comptroller upon request.

Notices

All progress reports must be delivered to the Rutgers Project Director as outlined in Exhibit A.

All other written notices regarding this Agreement shall be addressed to the Authorized Category Analyst at Rutgers and addressed as follows:

Rutgers, The State University of New Jersey
University Procurement Services
33 Knightsbridge Road
First Floor, East Wing
Piscataway, NJ 08854
(732) 445-3306 (FAX)

All written notices must be delivered to Service Provider shall be addressed to:

Infosilem Inc.
Administration
99 Rue Emilien Marcoux, Suite 201
Blainville, Québec, Canada
J7C 0B4
(450) 420-5565 (FAX)
E-mail Address: Admin@infosilem.com

Either party may change its addressee or other information by providing written notice thereof to the other party.

Miscellaneous Terms and Conditions

Service Provider agrees that, during its engagement by Rutgers and for a period of twelve (12) months thereafter, it will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of Rutgers, to work for Service Provider or any individual, partnership, firm, corporation, or other entity associated with Service Provider. In counterpart Rutgers agrees that, for the term of this agreement and for a period of twelve (12) months thereafter, Rutgers will not and will not attempt to, directly or indirectly, influence, solicit or canvass, any employee of the Service Provider, to work for Rutgers or any individual, partnership, firm, corporation, or other entity associated with Rutgers.

Service Provider shall not assign, delegate or subcontract any of the work or services covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred, without prior written approval of Rutgers such approval shall not be unreasonably withheld.

Rutgers is an equal opportunity employer and federal contractor or subcontractor. Consequently, Rutgers and the Supplier (and its subcontractors, if any) agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE PROFESSIONAL SERVICE PROVIDER.

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prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national

origin, protected veteran status or disability. Rutgers and the Supplier (and its subcontractors, if any) also agree that, as applicable, they will abide by the requirements of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., the Civil Rights Act of 1964, Title VII, 42 U.S.C.A. § 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C.A. § 621 et seq., the Americans with Disabilities Act, 42 U.S.C.A. § 12101 et seq., Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973, Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws, and all other laws guaranteeing equal employment.

If this Agreement is for \$50,000 or greater, and is for a goods or service contract as defined by N.J.A.A. 17:27 Exhibit A is incorporated herein by reference.

Service Provider is required to provide Rutgers with a copy of either a federally approved Affirmative Action program or a certificate of Employment Information Report. If neither form is available, the Service Provider must provide a copy of the completed AA 302 form. Certificates must be mailed to University Procurement Services, Rutgers, The State University of New Jersey, Attn: Affirmative Action Administrator: 33 Knightsbridge Road, East Wing, Piscataway, NJ 08854.

If this Agreement is funded by the federal government, Service Provider is required to comply with all applicable federal laws, which are hereby incorporated by reference as if they were set forth herein, including, but not limited to all laws, regulations and rules. Procurements made with federal funds are subject to compliance with the standards and requirements as set for in 2CFR, Part 215, OMB Circular A-133, Paragraph 5. All procurement requirements contained in the above Circular are incorporated herein by reference.

If this Agreement is funded from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, Service Provider is required to comply with all applicable laws, hereby incorporated by references as if they were set forth herein including, but not limited to the Davis-Bacon Act and Buy American Act.

This Agreement shall be construed in accordance with the laws of the State of New Jersey. The parties agree that any and all disputes arising out of this Agreement shall be filed and heard in the New Jersey Superior Court, Middlesex County or the United States District Court for the District of New Jersey, and the parties hereto consent to the jurisdiction of said courts.

This Agreement shall not confer any rights or remedies upon any third-party other than the parties to this Agreement and their respective successors and permitted assigns.

If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

This Agreement constitutes the entire understanding between Rutgers and Service Provider. This Agreement shall not be binding unless executed in writing by Rutgers and Service Provider and accompanied by the issuance of a Rutgers Purchase Order. Any amendment must be made in writing, signed by both parties, and evidenced with the issuance of a Change Order. Any variance from or addition to the terms and conditions of this Agreement in any present or future invoice or other document delivered by Service Provider will be void and of no effect unless agreed to in writing by an authorized representative of Rutgers.

Acceptance by Service Provider of the Terms of this Service Provider Agreement and Agreement to perform such Services if authorized by Purchasing:

SERVICE PROVIDER:

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Charles Andre Martineau
SIGNATURE

Name: Charles Andre Martineau

Title: President

Date: 18/08/2017

E-mail Address: ca.martineau@berger-levrault.ca

THIS AGREEMENT IS NOT LEGALLY BINDING UPON RUTGERS UNLESS OR UNTIL APPROVED IN WRITING BELOW BY AN AUTHORIZED SIGNATORY IN RUTGERS UNIVERSITY PROCUREMENT SERVICES. NO OTHER APPROVAL OR AUTHORIZATION WILL BE HONORED BY RUTGERS.

Acknowledgment of Rutgers Project Director and Dean, director or Vice President that the Project Director is requesting University Procurement Services to authorize performance of these services under the terms and conditions of this Service Provider Agreement:

PROJECT DIRECTOR:

DEAN, VICE PRESIDENT, DIRECTOR:

Chris Morett
SIGNATURE

Paul D. Hammond
SIGNATURE

Name: Chris Morett

Name: Paul D. Hammond

Title: Director

Title: Assoc Vice Chancellor

Dept./School: Office of Scheduling
& Space Management

Dept./School: RU-NB

Date: 8/18/17

Date: 8/18/17

Approval of Service Provider Agreement and authorization to Service Provider to commence work:

UNIVERSITY PROCUREMENT SERVICES

Stanley S. Malcarevic
SIGNATURE

Name: Stanley S. Malcarevic
Director of Procurement Services
& Strategic Sourcing

Title:

Date: August 18, 2017

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EXHIBIT A SCOPE OF WORK

Description of Services:

This section should provide detail regarding the work to be performed, milestones and deliverables for this order. Please use additional pages and provide additional specifications as required.

1. Provide a detailed explanation of the services to be performed (What is your need and how will the Service Provider meet those needs?):

See Exhibit B - IMPLEMENTATION PLAN-Software Implementation for: Academic Timetabling-Campus Scheduling-Exam Scheduling

2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

Responsible for Services

Natalie Andrews Lagace

Infosilem Inc.

Manager of Professional Services

450-420-5585 extension 227

natalie.al@infosilem.com

3. Provide the name and contact information for the Rutgers Project Director. The Rutgers Project Director will: (1) have sole authority to accept deliverables; (2) receive status reports and attend project meetings; (3) serve as the primary interface between Rutgers and Service Provider; and (4) administer and have sole authority to review any requests by Service Provider to amend this Agreement.

TBD

4. What are the milestones and deliverables required during the project? Include a project schedule.

See Exhibit B - IMPLEMENTATION PLAN-Software Implementation for: Academic Timetabling-Campus Scheduling-Exam Scheduling

5. Where will the services be performed? What, if anything does Rutgers have to provide for the services to be performed?

See Exhibit B - IMPLEMENTATION PLAN-Software Implementation for: Academic Timetabling-Campus Scheduling-Exam Scheduling

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6. What is the final deliverable/outcome of the services? (Data Analysis Report, Drawings, etc. Be as detailed as possible)
 See Exhibit B - IMPLEMENTATION PLAN-Software Implementation for: Academic Timetabling-Campus Scheduling-Exam Scheduling

Payment Terms:

Service Provider will perform and provide all the Services and deliverables in accordance with this Agreement time and materials not to exceed \$121,500 (the "Fees"). Additional Fees as included below: (Also see Exhibit C - License & Support Agreement)

Licensee Travel Reimbursement Policy

Reimbursable Expenses: Travel and out of pocket expenses shall be paid in accordance with the Licensee's Travel, Travel Incidentals, and Meal Expense Policy.

This policy states that the Licensee will reimburse Infosilem for reasonable, necessary, appropriate and approved travel and business expenses incurred in the performance of the services outlined in this document. Individuals are expected to be prudent when incurring travel or business expenses. Reimbursement of travel expenses made by the Licensee to Infosilem's personnel are subject to the same regulations that pertain to Licensee's employees. Licensee reserves the right to deny reimbursement for out of pocket expenses that are exorbitant, unreasonable, and/or have no business purpose.

Licensee is a tax-exempt organization and Infosilem's personnel should request that taxes not be collected. If the travel industry (airline, hotel, car rental agency) does not recognize this status, Infosilem's personnel will pay the taxes, and the Licensee shall reimburse Infosilem for the taxes paid.

The travel-related expenses that follow are reimbursable:

- Commercial Air - Licensee will reimburse only coach class tickets aboard a regularly scheduled commercial carrier. When a more favorable price can be obtained for airfare by adding additional days to the trip, reasonable expenses for lodging and meals for the minimum necessary additional days may be claimed. The total cost of the reduced fare plus the additional days' expenses must be lower than the lowest available airfare without the additional days of travel.
- Commercial Bus/Rail Fares - Reimbursement for commercial bus and rail travel will be the reasonable actual cost. A ticket stub showing the fare or a detailed receipt showing the fare must be submitted with the bill for reimbursement.
- Lodging Reservations - Licensee will reimburse lodging for trips of more than 100 miles one-way. Specific exceptions for travel within the 100-mile proximity in New Jersey, New York, and Pennsylvania locations may be authorized by Licensee when commuting is inappropriate, particularly early start or late times, or multiple-day field assignments for which the overnight lodging is deemed appropriate. An explanation of the desired exception must be included in the bill for reimbursement. Only expenses for standard room accommodations will be reimbursed. The original receipted hotel, motel, or other bill must substantiate lodging expenses. The bill must specify rate, date(s) of stay, and evidence of payment and must be attached to the bill for reimbursement.
- Car Rental - Licensee will reimburse for a rental car when there is a business justification or when there is no other means of comparable transportation (e.g., taxis, limousines, airfare). Reimbursement for car rental is limited up to intermediate size classifications for individual travelers. Full size vehicles or vans are

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June 1, 2017



IT Professional Service Provider Agreement

allowed for groups when traveling. Original receipts for car rentals and the rental contract must be attached to the bill for reimbursement.

- Meal Expenses - Licensee will reimburse the Infosilem's personnel for meals while in travel status (defined as travel for a period of at least 12 hours) for actual expenses up to \$60.00 per day, excluding any charges for alcoholic beverages. Invoices for meal reimbursements must include itemized original receipts with proof of payment for all meals to be reimbursed.

Please itemize all time and material rates along with any expenses in connection with the Fee.

PROFESSIONAL SERVICES RATES

The following rates apply to professional services offered for a minimum of 12 months from the signature date of an agreement between Infosilem and Rutgers.

\$ 225.00 per hour for Project Manager and Application Specialist

\$ 200.00 per hour for Management Consulting

\$ 175.00 per hour for Project Management

\$ 150.00 per hour for Application Specialist

\$ 125.00 per hour for Scheduling Support

\$ 75.00 per hour for Custom Development

Per Diem rates for training session(s) under contract are as follows:

\$ 1200.00 per day (maximum of 4 trainees)

\$ 325.00 per day for each additional person (maximum of 2 additional trainees)

* A day is considered 8.0 hours

* Minimum charge is 1 day

* Rates are subject to change

General Notes:

(1) All implementation-related costs are estimated and may vary depending on the complexity of scheduling and resources available from the Licensee. Any item required in addition to those stated above will be charged at Infosilem current consulting rates.

(2) All implementation-related costs exclude any traveling, accommodations and communications expenses incurred and paid for by Infosilem during the course of business between Infosilem and the Licensee. These expenses are subject to a 5% administrative fee.

(3) All costs also exclude applicable taxes.

(4) All amounts are expressed in USD.

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June 1, 2017

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RUTGERS

IT Professional Service Provider Agreement

EXHIBIT B

[SEE ATTACHED: IMPLEMENTATION PLAN]

EXHIBIT C

[SEE ATTACHED: LICENSE & SUPPORT AGREEMENT]

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June 1, 2017

CAM

IMPLEMENTATION PLAN

Software Implementation for:

Academic Timetabling
Campus Scheduling
Exam Scheduling



RUTGERS
UNIVERSITY

DETAILED IMPLEMENTATION PLANS
ACADEMIC SCHEDULING
REQUEST FOR PROPOSAL #2742

August 18th, 2017

INFOSILEM 
THE SCHEDULING PEOPLE

CAN

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**ACADEMIC TIMETABLING IMPLEMENTATION –
 Homegrown Interface Option**

Strategic Planning and Institutional Objectives

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Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
[REDACTED]				\$ 4,200
[REDACTED]				N/A
[REDACTED]				\$ 3,600
[REDACTED]				\$ 1,800
[REDACTED]				\$ 9,600

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Installation and Data Mapping

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 1,200
				\$ 2,400
				\$ 3,600

Room Assignment Simulation

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				N/A
				\$ 2,400
				\$ 2,400
				N/A
\$ 2,400				

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Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 2,400
				\$ 1,200
				N/A
				\$ 1,400
				\$ 12,200

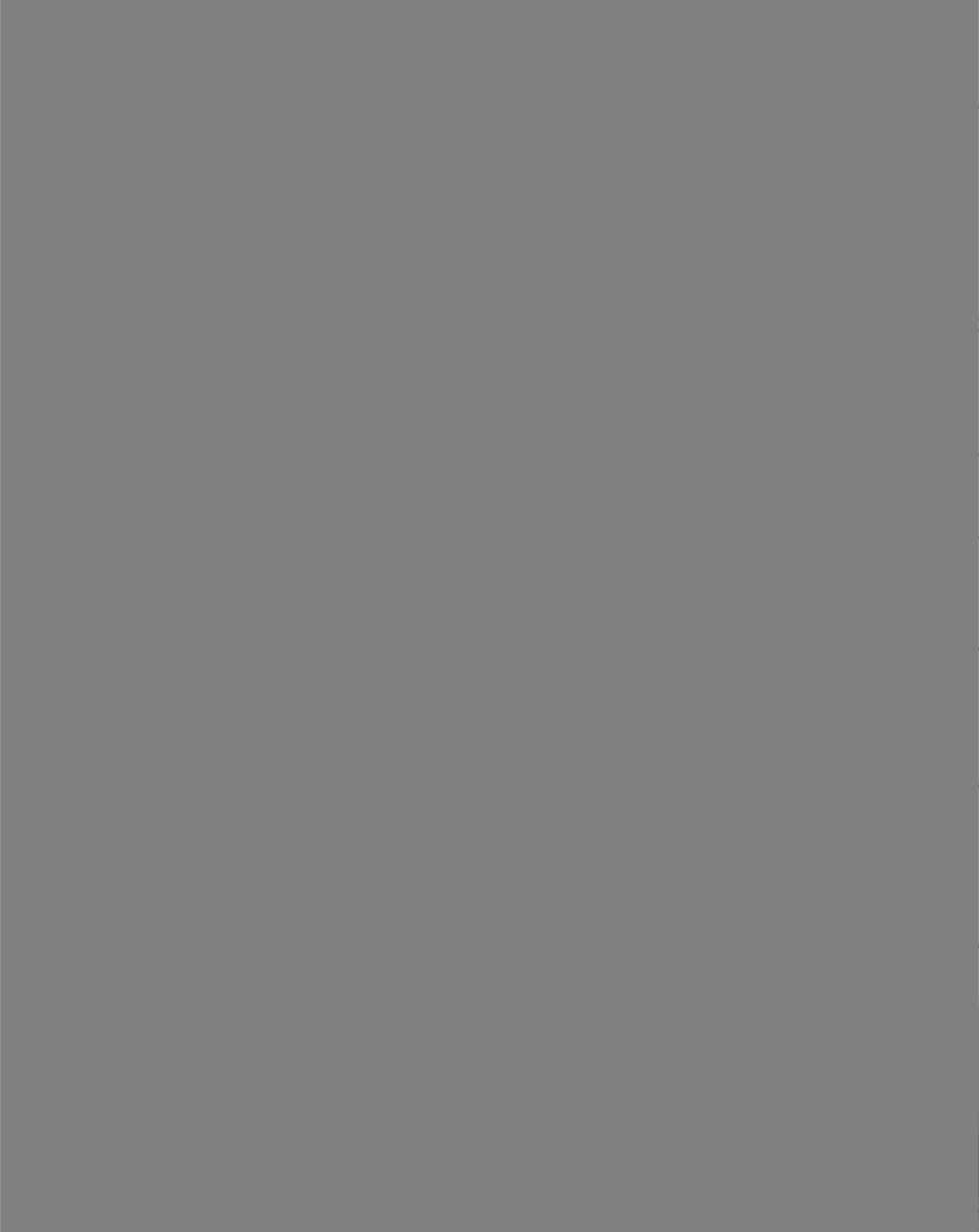
Room Assignment – Live Production Support

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 1,400
				\$ 1,200
				N/A
				\$ 1,200
				\$ 1,200
				N/A
				N/A
				\$ 1,200
				\$ 6,200

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Implementation Pilot – Course Timetabling Simulation I

Activity	Comments	Informal Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				N/A
				\$ 2,400
				\$ 1,200
				N/A
				\$ 2,400
				\$ 3,600
				\$ 3,600
				\$ 1,200
				N/A
				\$ 1,400
				\$ 15,800

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Timetabler DCU – Setup and Training

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 1,400
				\$ 1,200
				\$ 1,200
				\$ 1,200
				\$ 1,400
				\$ 6,400

Course Timetabling Simulation II

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 1,200
				N/A
				\$ 1,200
				\$ 3,600
				N/A
				\$ 1,400
				\$ 7,400

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Course Timetabling – Live Production Support

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary	[REDACTED]	[REDACTED]	[REDACTED]	\$ 1,400
				\$ 1,200
				\$ 2,400
				N/A
				\$ 2,400
				\$ 3,600
				N/A
				N/A
				N/A
				\$ 0,000

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**CAMPUS SCHEDULING IMPLEMENTATION –
 Homegrown SIS Interface Option**

Strategic Planning and General Setup

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Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				\$ 700
				\$ 1,800
				\$ 1,800
				\$ 1,800
				\$ 6,100

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Infosilem EnCampus™ – Enterprise Implementation

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Activity	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary			
[REDACTED]			\$ 2,800
[REDACTED]			\$ 2,400
[REDACTED]			\$ 1,200
[REDACTED]			\$ 2,400
[REDACTED]			\$ 1,200
[REDACTED]			\$ 2,400
[REDACTED]			\$ 1,200
[REDACTED]			\$ 1,200
[REDACTED]			\$ 600

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Activity	Comments	Infosilem Resource	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
				\$ 3,600
				\$ 700
				\$ 19,700

Infosilem EnCampus™ – Portal Implementation

Activity	Comments	Infosilem Resource	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				\$ 1,400
				\$ 600
				\$ 1,200
				\$ 1,200
				\$ 700
				\$ 5,100

Rutgers, The State University of New Jersey – Detailed Implementation Plans, Request for Proposal #2742

CMH

EXAM SCHEDULING IMPLEMENTATION

Strategic Planning and General Setup

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
[REDACTED]				\$1,400
[REDACTED]				N/A
[REDACTED]				\$900
[REDACTED]				\$1,800
[REDACTED]				\$4,100

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GAB

Implementation Pilot

Activity	Comments	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				
[REDACTED]				\$ 1,400
				\$ 1,200
				N/A
				\$ 1,200
				\$ 1,200
				N/A
				\$ 1,200
				\$ 1,200
				\$ 1,200
				\$ 1,400
				\$ 10,000

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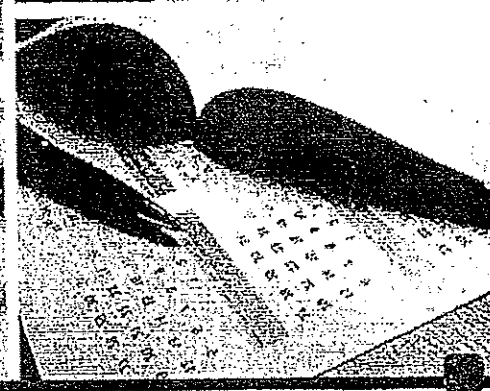
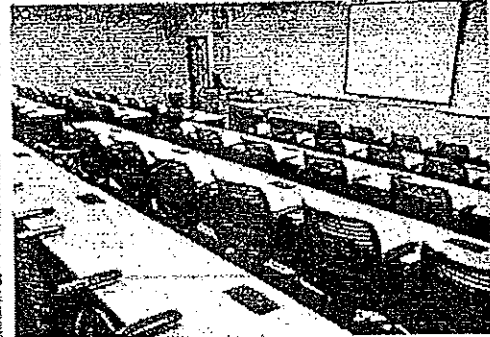
CAM

Live Production Support

Activity	Comment	Infosilem Resources	Estimated Effort	Estimated Costs
Trade Secret/Proprietary				\$ 700
				\$ 1,200
				\$ 1,200
				\$ 1,200
				N/A
				\$ 4,300

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CAD

EXHIBIT C
[SEE ATTACHED: LICENSE & SUPPORT AGREEMENT]