

Security Clearance Advisors, LLC Consulting Agreement

THIS AGREEMENT made and executed on the date set forth below, by and between Security Clearance Advisors, LLC, (“the Consultant”) and the undersigned (“the Client”). The Consultant and Client may be referred to hereinafter individually as a “Party” or collectively as “Parties.”

RECITALS:

WHEREAS, the Client desires to engage the services of the Consultant to assist the Client in answering questions related to applying for a Security Clearance; and

WHEREAS, the Consultant is agreeable to providing the services described herein

NOW, THEREFORE, in consideration of the aforesaid Recitals and other good and valuable consideration, the Parties agree as follows:

1. Services:

- a. Client agrees and understands Consultant will provide information and compliance assistance regarding the federal personnel security clearance process as requested by Client. This information and compliance assistance includes procedural information about the investigation and adjudication process, assistance in understanding and completing the applicable clearance forms (i.e. SF86, SF85, SF85S, OF306 and similar related forms) correctly.
- b. Client agrees and understands that the Consultant’s services are limited to providing explanation assistance regarding publicly available information while adhering to strict Federal Government rules and guidelines. Consultant cannot and will not provide information, assistance or advice with the intent or purpose to circumvent or evade any portion of the Federal Government personnel security clearance process.
- c. Client agrees and understands if at any point the Consultant feels the Client is attempting to use the services provided by Security Clearance Advisors, LLC in order to circumvent the personnel security process, the Consultant reserves the right to terminate the agreement at any time and Client agrees to pay for all services rendered. Notwithstanding the foregoing, Consultant may terminate this Agreement at any time for any reason.
- d. Client agrees and understands the Consultant cannot guarantee whether or not the US Government will approve, revoke or deny eligibility for access to classified information, or eligibility for holding a sensitive position, suitability or fitness to obtain or retain Federal or contract employment, or eligibility for physical or logical access to federally controlled facilities or information systems.
- e. Client agrees and understands the Consultant does not have any control or influence over the Client’s personnel security clearance determination decisions made by, or any action taken by, any office or agency of the US Government and Consultant makes no guarantees or warranties pursuant to this Agreement. Client shall be responsible for Consultant’s fees regardless of the outcome.
- f. Client agrees and understands the Consultant is not responsible for any losses or damages as a result of this Agreement or Consultant Services (including, but not limited to, employment, financial, personal, legal or other loss or damage) and hereby indemnifies and does hold Consultant harmless for Client receiving less than favorable suitability or fitness determination for security clearance or access authorization.
- g. Client agrees and understands the Consultant will not be liable for any reliance on Consultant’s services. This limitation of liability applies to prevent recovery of indirect, incidental, consequential, special, exemplary and punitive damages regardless of the bases of the claim.
- h. Client agrees and understands the Consultant cannot provide legal advice. If legal assistance is required, the services of a licensed experienced attorney should be sought by the Client.
- i. Client agrees and understands that Security Clearance Advisors, LLC, its employees, and associates do not represent the United States Government or any of its agencies.

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2. Payment

- a. Client agrees to pay the following fees to Consultant:
 - i. An advance, non-refundable fee of \$50.00 for each or any portion of a one-half hour (30 minutes) appointment to review any topics related to the personnel security clearance process.
 - ii. All fees will be due within five (5) days of invoice. Consultant will have the right to charge and receive interest on overdue invoices at 12% per month from and after 30 days after the initial statement is rendered plus any costs of collection, including but not limited to, attorney fees, legal costs, and costs.

3. Confidentiality

- a. To the extent allowed by law, unless required by Court Order, Subpoena, or other legal process, the Client's personal information will be kept in strict confidence and not shared with any third party. Consultant will not disclose Client's personal information unless circumstances present themselves that indicate serious harm to people or property, or when there has been an unreported circumstance where classified information or material has been compromised.
- b. Except for financial and bookkeeping data, all Client information, notes, documents or records shared with Consultant will be maintained for a period of 90 days after consultation. All remaining information related to Client's matter will be retained (or not) at Consultant's sole discretion.

4. Exclusion of Applications Applying for USAID related Security Clearance

- a. Due to an exclusive contract agreement one of the consultants of Security Clearance Advisors, LLC has with the United States Agency for International Development (USAID), and to avoid conflict of interest, Security Clearance Advisors, LLC is not permitted to consult with individuals who are applying for a personnel security clearance with USAID. In the event that a potential client is one of the aforesaid individuals, this Agreement will be terminated immediately.
- b. The Client agrees and certifies they are not an employee or a known potential employee of USAID. This includes whether they are USAID Personal Services Contractor (PSC), USAID Institutional Services Contractor or Institutional Support Contractor (ISC), or have any other affiliation with USAID. If at any point in the future, the Client does apply for a personnel security clearance with USAID they agree to notify USAID of their past consultation with the Consultant and/or Security Clearance Advisors, LLC.

5. Scheduling

- a. Consultant understands the Clients have a busy schedule, that they may have time constraints for completing and submitting personnel security clearance paperwork and takes pride in not keeping Clients waiting or keeping them in conference longer than planned.
- b. If the Client needs to reschedule an appointment, the Client must do so 24 hours in advance; otherwise the Client agrees to pay 50% of the fee for the appointment, except for any initial advance fee which is non-refundable.

6. Term

- a. This agreement will be in effect upon payment and acceptance by Client, for a period of one year from the date of this contract, or termination by Consultant for any reason, whichever is sooner.

7. Miscellaneous

- a. Agreement. This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Maryland, and the Parties irrevocably consent to the jurisdiction of the State of Maryland Courts within Montgomery County, Maryland for any disputes or enforcement pertaining to this Agreement.

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- b. Waiver and Release. Client does hereby waive any and all claims against Consultant whatsoever whether past, present, or future, and does hereby release and hold Consultant harmless for any loss or action related to this Agreement, Consultant's Services, or otherwise, including any negligence of Consultant.
- c. Limitation. Should the above Waiver and Release be determined to be unenforceable by a court of competent jurisdiction, the Parties agree that the Consultant's liability shall be capped at any monetary amount paid by the Client to the Consultant for Services under this Agreement. The Parties agree that in no circumstance shall the Consultant be liable to Client for any amount in excess of the monies paid to Consultant by Client pursuant to this Agreement. The Parties agree that Client shall be solely responsible for all legal costs should any action be filed by either Party to this Agreement.
- d. Mediation. Should a dispute arise between the parties, the parties agree that, except for a collection action by Consultant for fees owing pursuant this Agreement, no party may file an action prior to the parties participating in a minimum 3 hour session (unless a sooner agreement is reached) of mediation with a mutually agreeable mediator, the cost of which shall be equally divided by the parties.
- e. Severability. Should any provision of this Agreement (or portion of any Paragraph of this Agreement and Terms and Conditions) be determined to be unenforceable, the remaining provisions (and portions of provisions) herein shall continue to remain in full force and effect.
- f. Signatures. The Parties agree that signatures by facsimile transmission, photo, electronic signature, DocuSign, or electronic scan are acceptable and shall have the same force and effect as if an original signature.

CONSULTANT:

Security Clearance Advisors, LLC,
a Maryland limited liability company _____

By: Authorized Member

Date

891-I Rockville Pike, #148, _____
Street Address

Rockville, MD 20852 _____
City, State, Zip Code

202-906-9622 _____
Telephone

CLIENT:

Client Signature

Client printed name

Date

Street Address

City, State, Zip Code

Telephone Number