

Sample Consulting Contract

CONSULTING AGREEMENT

PREAMBLE: This is an agreement , effective as of (date) between _____, an individual residing at _____, (Consultant), and _____, of _____.(Client).

PURPOSE: Client wishes to retain the services of Consultant to advise and consult Client in technical matters relative to Client's business, and Consultant is willing to provide such services.

1. Consultant agrees that for a period of twelve (12) months, commencing with the effective date of this Agreement, he will, consistent with his other obligations, render to Client such consulting services as Client may request relating to the field set forth in Exhibit A, attached (Specification.

Consultant shall not be required at any time to render service that would conflict with obligations of Consultant undertaken prior to the request for such services by Consultant.

2. Client agrees to reimburse Consultant for such consulting services at the hourly rates shown in Exhibit B, attached Rates. Consultant shall invoice Client monthly for services rendered, and such invoices shall be payable upon receipt. Invoices shall include the hours worked at the hourly rate and a brief description of the services rendered. Upon adequate substantiation, Client will reimburse Consultant for all travel and related living expenses incurred by Consultant in connection with any travel requested by Client. Prior written approval by Client shall be required for all travel outside the United States and Canada in connection with this Agreement.

3. Consultant shall act as an independent Consultant and not as an agent or employee of Client and Consultant shall make no representation as an agent or employee of Client. Consultant shall furnish insurance and be responsible for all taxes as an independent Consultant. Consultant shall have no authority to bind Client or incur other obligations on behalf of Client.

4. Consultant will promptly disclose to Client each discovery which he reasonably believes may be new or patentable, conceived by him in carrying out the consulting services contracted for herein. Client shall have the right to file a patent application at Client's expense, on each discovery, and Consultant agrees to cooperate with Client and to execute all proper documents at the expense of Client to enable Client to obtain patent protection in the United States and foreign countries. Consultant agrees to assign all rights to each such patent application and patent to Client, but Consultant shall have free, non-exclusive and irrevocable license to use of the patent with the right to sublicense use in all areas except those of the Specification. In the event Client fails to file a patent application on any such discovery within six (6) months after written disclosure thereof to Client, Consultant shall have the right to file such, at Consultant's expense in the United States and foreign countries. On each patent issuing from such application Client shall have a

free, non-exclusive irrevocable license, with the right to sublicense, in the areas of the Specification.

5. In the event Client discloses information to Consultant that Client considers to be secret or proprietary and so notifies Consultant, Consultant agrees to hold the Proprietary Information in confidence and to treat the Proprietary Information with at least the same degree of care and safeguards that he takes with his own proprietary information. Proprietary Information shall be used by Consultant only in connection with services rendered under this Agreement. Proprietary Information shall not be deemed to include information that (a) is in or becomes in the public domain without violation of this Agreement by Consultant, or (b) is already in the possession of Consultant, as evidenced by written documents, prior to the disclosure thereof by Client, or c) is rightfully received from a third entity having no obligation to Client and without violation of this Agreement by Consultant.

6. Consultant warrants that he is under no obligation to any other entity that in any way conflicts with this Agreement, that he is free to enter into this Agreement, and is under no obligation to consult for others in fields covered by this Specification. Consultant shall not, during the term of this Agreement, perform consulting services for others in the field of the Specification but shall have the right to perform consulting services for others outside the specification.

7. This Agreement may be terminated by Client at any time on sixty (60) days advance written notice. In the event consulting services requested by Client hereunder for immediate performance shall in any calendar month total less than \$2,000.00 then consultant shall have the right to terminate this Agreement by thirty (30) days advance written notice, provided, in the event Client shall within such thirty day period place sufficient requests with Consultant to bring the total for the previous and current month to the minimum amounts set forth above, such notice shall be of no effect.

8. The secrecy provisions of Section 5 hereof shall survive any termination of this Agreement for a period of three (3) years after such termination.

9. This Agreement is not assignable by either party without the consent of the other.

Signed: _____ Signed _____

For: _____ For: _____

(Consultant) (Client)

Date: _____ Date: _____