This Consulting Agreement, made this day of , 20## (the “Agreement”), is between [Company Name, State Incorporated] ("the Company"), with offices at [Company Address] and [Consultant Name] ("Consultant"), whose address is [Consultant Address ]and whose Federal Tax Identification # is ##-#######. In consideration of the mutual promises contained herein, the Company and Consultant agree as follows:

1. **Services.** The Company hereby retains Consultant to perform consulting services for the Company, in conjunction with a professional services agreement entered into by the Company referred to as [Project Name (the “Workshops”) specified under Statement of Work (the “Services”). The Services shall be performed remotely from [Consultant’s location of operation] unless specifically agreed to by Consultant. In consideration for the Services, the Company shall pay Consultant fees set forth under Fee Schedule, subject to the limitations, terms and conditions of this Agreement.
2. **Statement of Work.** During the term of the Agreement Consultant will:
3. [SOW description]].

During the term of the Agreement the Company will take responsibility for:

1. [Company project roles].
2. **Fee Schedule.** The Company will pay Consultant $### per hour for work performed pursuant to this Agreement. An invoice with supporting time sheets will be submitted by Consultant to the Company [frequency]. After an initial retainer paid to the Consultant at the signing of this Agreement in the amount of $#####, (equivalent to 50% of the estimated work effort), compensation will be paid in arrears, due within 15 days of the invoice date.
3. **Term & Termination.** This Agreement shall commence on the date first written above and shall continue until the Workshops are completed as determined by the Company, unless sooner terminated by either party, with or without cause, for any reason whatsoever, upon 15 days’ written notice. Consultant understands that the days and hours during which Services will be rendered will vary according to the needs of the Company, not to exceed ## hours per week unless specifically agreed to by Consultant. Consultant further understands that the total hours under this Agreement will not to exceed ### hours without written approval by the Company.
4. **Relationship of Parties.**  It is agreed that the Services are made available to the Company on the basis that Consultant shall retain Consultant’s individual professional status and that Consultant is an independent contractor to the Company and not a Company employee. Consultant shall use Consultant’s own discretion in performing the tasks assigned, subject to the general direction of the Company and subject to the express condition that Consultant shall at all times comply with applicable law. Consultant will not be eligible for any Company employee benefits and the Company will not make deductions from its fees to Consultant for taxes, insurance, bonds or any other subscription of any kind. Consultant acknowledges and agrees that it is obligated to report as income and pay all applicable taxes in a timely manner on all compensation received by Consultant pursuant to this Agreement.
5. **No Conflicts.** Consultant represents and warrants that the performance of this Agreement by Consultant will not conflict with or constitute a breach under any other agreement to which Consultant is bound. Consultant is free to engage in other employment or consulting activity during the term of this Agreement.
6. **Confidentiality.** Consultant expressly covenants and agrees that it will not at any time, whether during the term of its engagement by the Company or at any time thereafter, reveal, divulge, or make known to any person, firm or entity, or knowingly permit to be so revealed, divulged, or made known, any secret or any confidential information or any internal business information concerning the Company or the Company’s clients, their respective businesses, or anything connected herewith (collectively, “Confidential Information”). Notwithstanding the foregoing, it is agreed that Confidential Information shall not include any information which:
7. is known to the Consultant at the time of disclosure to Consultant by the Company;
8. has become publicly known through no wrongful act of Consultant;
9. has been rightfully received by Consultant from a third party without restriction on disclosure and without breach of any confidentiality agreement with the Company or a third party;
10. has been independently developed by Consultant;
11. has been approved for release by written authorization executed by an authorized officer of the Company; or
12. is required to be disclosed by Consultant pursuant to a requirement of law.
13. **Other Proprietary Rights.**  To the extent that Consultant has Intellectual Property Rights or other rights related to the work to be performed under this Agreement (collectively, “Related Rights”), Consultant grants to the Company a royalty-free, irrevocable, worldwide, non-exclusive license to make, have made, sell, use, disclose, reproduce, modify, distribute, perform and display such Related Rights.
14. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of [Company’s State of Operation]. Both parties agree that any litigation between the parties shall take place in the federal and state courts located in the state of [Company’s State of Operation], and both parties waive any objection to personal jurisdiction or venue in any forum located in either such district.

This instrument contains the entire Agreement of the parties and incorporates and supersedes any and all prior or contemporaneous oral or written agreements with respect to the matters referred to herein. It may not be modified, amended or changed except by an agreement in writing signed by both parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement effective on the date written above.

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| --- | --- |
| [Company Name] | Consultant : [Consultant Name] |
| By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name / Title:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | Name / Title:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |