

CONSULTING AGREEMENT

The was formed to serve the continuing and specialized education of technical and other professional groups and individuals. Through its unique programs of publishing seminars and workshop offerings, the provides quality education tailored to the specialized needs of professionals in a real-world, performance- oriented environment. In the furtherance of this work, the president of the (hereinafter called the President) desires to utilize the expert assistance of

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(hereinafter called the Consultant) in the field or fields in which the Consultant has professional qualifications.

A. Character and Extent of Services

1. It is the mutual intent of the parties that the Consultant shall act strictly in a professional consulting capacity as an independent contractor for all purposes and in all situations and shall not be considered an employee of the (hereinafter called the Company).
2. The Consultant reserves full control of his activities as to the manner and selection of methods with respect to rendering his professional consulting services to the Company.
3. The Consultant agrees to perform his activities in accordance with the highest and best state of the art of his profession.
4. The Consultant is an independent contractor and shall provide worker's compensation insurance or self-insure his services. He shall also hold and keep blameless the Company, its officers, agents and employees thereof from all damages, costs or expenses in law or equity that may at any time arise due to injury to, death of persons, or damage to property, including Company property, arising by reason of, or in the course of performance of this agreement; nor shall the Company be liable or responsible for any accident, loss or damage, and the Consultant, at his own expense, cost and risk, shall defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the Company or officers or agents thereof on any claim or demand, and pay or satisfy any judgment that may be rendered against the Company or officers or agents thereof in any such action, suit or legal proceeding.

B. Period of Service and Termination

1. The period of service by the Consultant under this agreement shall be from through and may be renewed upon the mutual agreement of the parties hereto.
2. Either the Company or the Consultant may terminate this agreement by giving the other party 30 days written notice of intention of such action.

3. The President reserves the right to halt or terminate the conduct of a seminar/workshop by the Consultant without prior notice or claim for additional compensation should, in the opinion of the President, such conduct not be in the interests of the Company.

C. Compensation

1. Upon the Consultant's acceptance hereof, the Company agrees to pay the Consultant according to the following schedule:

[insert compensation rate or fixed fee and any allowance for or schedule of allowable expenses, if any].

2. In the event that the Company desires, and it is mutually agreed to by the Consultant, the Consultant's services may be used in the conduct of seminars/workshops not specifically identified in paragraph C.1. In such cases, the Company agrees to pay the Consultant on the basis of the following schedule:

[insert appropriate schedule]

3. In the event of special circumstances, variations to the fee schedule of paragraphs C.1 and C.2 will be allowed as mutually agreed to in writing by the parties hereto.
4. Notification - The Consultant will be notified by the President in writing to engage his participation in specific seminar(s) and/or workshop(s) to which the fee schedule of paragraphs C.1 and C.2 apply. Such notification will include a statement of the time(s) and place(s) of intended seminar/workshop conduct together with other information contributing to the successful conduct of the seminar/workshop sessions.
5. The Consultant, as an independent contractor, shall be responsible for any expenses incurred in the performance of this contract, except as otherwise agreed to in writing prior to such expenses being incurred. The Company will reimburse the Consultant for reasonable travel expenses incurred with respect thereto.

[a specification of "reasonable" may be inserted here]

D. Method of Payment

1. Having proper notification the Consultant shall be paid as provided for in paragraphs C.1 and C.2 hereof, on the basis of a properly-executed "Claim for Consulting Service" form.
2. The "Claim for Consulting Service" form is to be submitted at the end of the calendar month during which consulting services are performed. Exception to this arrangement are allowed with the written approval of the President.

3. Payment to the Consultant will be made by check, delivered by certified mail postmarked no later than days subsequent to receipt of the "Claim for Consulting Service" form as provided for in paragraphs D.1 and D.2.

E. Copyrights

1. The Consultant agrees that the Company shall determine the disposition of the title to and the rights under any copyright secured by the Consultant or his employee on copyrightable material first produced or composed and delivered to the Company under this agreement. The Consultant hereby grants to the Company a royalty-free, non-exclusive, irrevocable license to reproduce, translate, publish, use and dispose of, and to authorize others to do so, all copyrighted or copyrightable work not first produced or composed by the Consultant in the performance of this agreement but which is incorporated into the material furnished under this agreement, provided that such license shall be only to the extent the Consultant now has or, prior to the completion or final settlement of this agreement, may acquire the right to grant such license without becoming liable to pay compensation to others solely because of such grant.
2. The Consultant agrees that he will not knowingly include any copyrighted material in any written or copyrightable material furnished or delivered under this contract without a license as provided in paragraph E.1 hereof or without the consent of the copyright material is secured.
3. The Consultant agrees to report in writing to the Company promptly and in reasonable detail any notice or claim of copyright infringement received by the Consultant with respect to any material delivered under this agreement.

F. Drawings, Designs, Specifications

1. All drawings, sketches, designs, design data, specifications, notebooks, technical and scientific data, and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing, relating to the work performed under this agreement or any part thereof, shall be subject to the inspection of the Company at all reasonable times; and the Consultant and his employees shall afford the Company proper facilities for such inspection; and further shall be the property of the Company and may be used by the Company for any purpose whatsoever without any claim on the part of the Consultant and his employees for additional compensation, and subject to the right of the Consultant to retain a copy of said material shall be delivered to the Company or otherwise disposed of by the Consultant, either as the Company may from time to time direct during the progress of the work, or in any event, as the Company shall direct upon the completion or termination of this agreement.

G. Assignment

The Company reserves the right to assign all or any part of its interest in and to this assignment. The Consultant may not assign or transfer this agreement, any interest therein or claim thereunder without the written approval of the Company.

IN WITNESS WHEREOF, the parties have executed this agreement.

CONSULTANT
Company

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Date..... Date