

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this day of, 20XX, between, a corporation having an address and place of business at, hereinafter referred to as the COMPANY and, having an address and place of business at, hereinafter referred to as CONSULTANT.

1. STATEMENT OF WORK: During the terms of this Agreement, CONSULTANT will perform services as requested from time to time by the COMPANY, at such place or places and at such times as shall be mutually agreeable to the parties hereto. The services shall relate to preparing contract or subcontract draft documents for review by COMPANY attorney or conducting seminars as agreed by the parties.
2. PAYMENT: The COMPANY shall pay CONSULTANT according to the following schedule:
 - a. Hourly fee of \$..... or flat fee as agreed to in writing by the parties.
 - b. Travel Expense: The COMPANY shall reimburse CONSULTANT for the actual cost of transportation (except for normal commuting), lodging and subsistence as authorized by Travel expenses will be paid only in accordance with the effective policy of the COMPANY covering such expenses.
 - c. Other Expenses: The COMPANY shall reimburse CONSULTANT for all other reasonable actual expenses incidental to the services performed here under which have been approved in advance by
 - d. Invoices: Payment for compensation and reimbursement for expenses incurred will be made 30 days after submission by the CONSULTANT of invoice. The invoices should be submitted at least monthly and should specify the period for which compensation is claimed; and travel costs and other expenses claimed must be itemized. The invoices must be substantiated by receipts for transportation and lodging and all other items of expenses amounting to more than \$10 where receipts are normally issued.

The invoices should be submitted to
 - e. Total costs under this Agreement may not exceed \$..... unless approved in advance by the COMPANY in writing.
3. OTHER OBLIGATIONS: The CONSULTANT represents and warrants to the COMPANY that he is now under no contract or agreement, nor has he previously executed any documents whatsoever with any other person, firm, association or corporation that will, in any manner, prevent his giving, and the COMPANY from receiving, the benefit of his services and related inventions or contrivances that may be devised by him, or developed under his direction, in accordance with the terms of the Agreement. The COMPANY agrees that, during the term of this Agreement or any extension or renewal thereof, the CONSULTANT may be employed by other persons, firms or corporations engaged in the same or similar business as that of the

COMPANY, provided, however, that the provisions of Section 5 hereof shall be strictly observed by the CONSULTANT with respect to such other persons, firms or corporations.

4. TERMINATION: This Agreement commences on the date written above and shall terminate on [date]. By mutual agreement, the Agreement may be extended for an additional period or periods of Either party may terminate this Agreement at any time by giving written notice to the other party.
5. PATENTS AND DATA:
 - a. Title: CONSULTANT agrees that the COMPANY shall have sole ownership and title to all rights and legal interest in:
 - (1) All data, drawings, designs, analyses, graphs, reports, products, tooling, physical property and all other items or concepts, computer programs, and
 - (2) All inventions, discoveries and improvements, whether patentable or not, which are conceived or reduced to practice during the terms of this Agreement, relating to subject matter prepared, procured, produced or worked on by CONSULTANT, his associates or employees, arising out of or relating to the service or work performed hereunder.
 - b. Disclosures and Assignments: CONSULTANT agrees to make full disclosure to the COMPANY of all items included in Section 5a above and, to the extent that CONSULTANT may be so requested by the COMPANY, CONSULTANT agrees to execute and deliver to the COMPANY assignments, in forms satisfactory to the COMPANY of such items. CONSULTANT also agrees to do or perform, or cause to be done or performed, with the COMPANY bearing all legal and all out-of-pocket expenses, therefore, all lawful acts deemed by the COMPANY to be necessary for the preparation and prosecution of applications for and the procurement, issuance, maintenance, enforcement and defense of patents and/or copyrights, throughout the world, based on inventions and/or subject matter included in Section 5a above. The COMPANY will bear all expenses incurred in the enforcement and defense of all such patents and/or copyrights.
 - c. Information made available to CONSULTANT or which CONSULTANT becomes privy to, or produced by or for him pursuant to this Agreement, during the term of this Agreement, shall be considered proprietary information supplied in confidence, and shall not be disclosed to others, or used for manufacture or any other purposes except as required under this Agreement, without prior written permission by the COMPANY.
 - d. Nothing herein shall be construed as an implied patent license under any patents of the COMPANY.
 - e. CONSULTANT agrees to obtain an agreement similar to this Section 5 from any agent, employee or associate of this Agreement.

6. SECURITY: CONSULTANT will comply with all applicable security regulations of the United States Government and of the COMPANY.
7. GOVERNMENT CONTRACT REQUIREMENTS: This Agreement is/is not issued pursuant to Government contract If this Agreement is for an amount in excess of \$2,500 and a Government contract number or the word CLASSIFIED is stated, the following is applicable:
 - a. Audit and Records: CONSULTANT agrees that his books, records and such of his facilities as may be engaged in the performance of this order shall at all reasonable times be subject to inspection and audit by the Government Department having jurisdiction of the prime contract noted. The Controller General of the United States or any of his duly authorized representatives shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions related to this Agreement.
 - b. Security: In the event this order requires access to any classified information or material which information is classified as "Confidential" or higher, the provision of DAR clause 7-104.12 shall be applicable. The COMPANY reserves the right, and CONSULTANT agrees to such reservation, to terminate this Agreement at any time if the CONSULTANT is not at all times authorized to handle such classified matter by the appropriate Government agency.
8. SUBCONTRACTING: CONSULTANT will not subcontract or assign any of the work or rights hereunder without prior written approval of the COMPANY.
9. RELATIONSHIP OF CONSULTANT: CONSULTANT will serve as independent contractor, and this Agreement will not be deemed to create a partnership, joint enterprise, or employment between the parties. CONSULTANT is required to make appropriate filings with the taxing authorities as a self-employed person to account for and make all payments required by the local, State and Federal taxing authorities to include income tax, social security and SDI payments, and CONSULTANT further agrees to indemnify and hold the COMPANY harmless for any claims made by the above-mentioned taxing authorities resulting from performance made by CONSULTANT in performance of this Agreement. If the COMPANY determines that taxes should be withheld, the COMPANY reserves the right to unilaterally withhold as appropriate and notify the CONSULTANT accordingly.
10. INTERPRETATION OF CONTRACT: This Agreement may not be changed except in writing, signed by CONSULTANT and authorized procurement official of the COMPANY. This writing contains the entire agreement between the parties. The validity, performance, construction and effect of this Agreement shall be governed by the laws of the State or Commonwealth in which the COMPANY has an address and place of business as set forth in the first paragraph of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

The COMPANY

By:

Title:

The CONSULTANT

By: