

Sample Consulting Agreement

For an explanation of this agreement see Information File Overview of Consulting Agreements File.

This Consulting Agreement, dated effective _____, 201__ (this "Agreement"), is made and entered into by and among _____ [name of the company] (the "Company") and [name of consultant] (the "Consultant").

ARTICLE 1 SCOPE OF WORK

1.1 Services. The Company has engaged Consultant to provide services in connection with the Company's [summary of the project or business of the Company]. Consultant will [summary of the services Consultant is to provide], and such other services as described in Exhibit A (collectively, the "consulting services").

1.2 Time and Availability. Consultant will devote _____ hours per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business. If the Company deems it necessary for the Consultant to provide more than _____ hours in any month, Consultant is not obligated to undertake such work until the Consultant and Company have agreed on a rate of compensation. [The time devoted can be hours per day, per week, or per year. The Company may also elect to pay a flat monthly fee regardless of hours, but the Company should be cautious of this approach.]

1.3 Confidentiality. In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 Standard of Conduct. In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Company.