

# CONSULTING AGREEMENT

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, an individual residing at \_\_\_\_\_ (the "Consultant"), and \_\_\_\_\_ a \_\_\_\_\_ corporation of the State of \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the "Company").

## RECITALS

Consultant is a member of the faculty of Purdue University (the University) having expertise in the general area of \_\_\_\_\_.

Company is in need of an individual having Consultant's expertise to advise and counsel the Company with respect to \_\_\_\_\_ (the "Subject Matter")

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. Consultant undertakes to use his best efforts, skill, ability, and general background in performing such consulting services as are reasonably requested by Company with respect to the Subject Matter; to perform such consulting services at such times and for such periods within the Term of this Agreement as are reasonably requested and are not in conflict with Consultant's obligations to the University or to others; and to submit written reports to Company in such detail and with such frequency as are reasonably necessary to describe adequately the services performed under this Agreement.
2. Company undertakes to pay Consultant a remuneration of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each full day of service performed, and to reimburse Consultant all actual and reasonable expenses authorized and incurred in connection with such services, the remuneration and reimbursement to be paid upon receipt of a statement of services and detailed expense accounts. Company shall use the services of Consultant for a minimum of ( ) days during the Term of this Agreement. Company's liability for remuneration and reimbursement under this Agreement shall not exceed dollars (\$ \_\_\_\_\_).
3. Consultant shall receive and maintain in confidence any and all information first received from Company in written form having a notice thereon to the effect that the contents thereof are secret and/or confidential (the Confidential Information). Consultant shall

maintain in confidence any concept, process, product, method, use, or combination thereof created or developed in whole or in part from the Confidential Information either alone or in conjunction with one or more employees of the Company (the Work Product). Consultant shall NOT be obligated to maintain in confidence: a) any Confidential Information already in the possession of Consultant prior to receipt thereof from Company b) any Confidential Information or Work Product which becomes publicly available other than through any act of Consultant, or c) any Confidential Information obtained by Consultant from a third party in lawful possession thereof and under no confidential obligation to Company. This paragraph shall survive the expiration, termination, or cancellation of this Agreement but shall be interpreted to permit Consultant to pursue his fundamental research and teaching activities at the University.

4. Consultant shall maintain records to reflect the activities undertaken in the performance of his obligations under this Agreement and shall communicate a copy of such records to Company with the written reports required under paragraph 1 of this Agreement. Such records shall also be made available to the University upon its acceptance of the restrictions provided in paragraph 3 of this Agreement. Such records shall contain a report of all inventions and improvements conceived, developed, or reduced to practice during the Term of this Agreement concerning the Subject Matter. By virtue of Executive Memorandum No. B-10, a copy of which is attached, the University shall own all domestic and foreign rights in and to all inventions and materials made or developed by Consultant through the use of facilities or funds provided by or through the University. The Company shall own all domestic and foreign rights in and to all inventions and materials made or developed by Consultant through the use of facilities or funds provided by or through the Company pursuant to this Agreement without any obligation to make any payment therefore in addition to that specified in paragraph 2 hereof.
5. Consultant represents that the services to be performed under this Agreement will not constitute a conflict of interest in or an interference with any other contractual commitments made by Consultant. During the Term of this Agreement, Consultant shall not undertake to perform consulting services for any competitor or potential competitor of Company with respect to the Subject Matter of this Agreement without first receiving Company's written consent. Nothing in this Agreement shall prevent Consultant from undertaking to consult other parties outside of the Subject Matter of this Agreement but within the Consultant's general area of expertise.
6. Consultant shall perform his services as an independent contractor and NOT as an employee, agent, servant, or representative of either the Company or the University. Consultant shall have no power, nor shall he represent that he has any power, to bind the Company or the University to any obligation or responsibility express or implied.
7. Neither this Agreement nor any part hereof or right hereunder may be assigned or amended by either party, in whole or in part, without the prior written consent of the other, and approval of the University on President's Office Form 32.
8. Company shall indemnify and save Consultant and the University harmless from any and all claims, demands, actions and causes of action against Consultant and/or the University whether groundless or not, in connection with any and all injuries, losses, damages or liability of any kind whatsoever arising, directly or indirectly, out of the services performed under this Agreement, whether or not the claims, demands, actions or causes

of action are alleged to have resulted in whole or in part from the negligent acts or omissions of Consultant or the University or from acts or omissions of such persons for which Consultant and/or the University would otherwise be strictly liable. This indemnification obligation shall include, without limiting the generality of the foregoing, reasonable attorney fees and other costs or expenses incurred in connection with the defense of any and all such claims, demands, actions, or causes of action, and shall extend to the officers, employees, and agents of the University.

9. The Term of this Agreement shall be for one (1) year beginning on the later of the date first mentioned above and the date of approval by the University on President's Office Form 32. Consultant and the Company shall each have the right to terminate and/or cancel this Agreement at any time without cause upon at least thirty (30) days written notice to the other party. The University shall have no right to terminate and/or cancel this Agreement once said approval is granted. The renewal of this Agreement shall be subject to approval of the University.
10. All notices and reports shall be made in writing and sent by mail or private courier. All notices and reports shall be deemed to have been delivered at the earlier of a) when received by the party or b) five (5) days after the deposit in the U.S. mail, postage prepaid, addressed to the intended recipient as set forth on the first page of this Agreement or as may later be specified in writing by the parties hereto.
11. If any provision of this Agreement is declared invalid by any tribunal, and such decision is not appealable, then such provision shall be deemed automatically modified to conform to the requirements for validity as declared at such time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this Agreement as though the provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.
12. This Agreement embodies the entire understanding of the parties and there are no other agreements or understanding, oral or written, between the parties relating to the subject matter hereof. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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**CONSULTANT**

**COMPANY**

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By:

By: