

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (this “Agreement”) is entered into this *[insert date]*, (the “Effective Date”) by and between *[Insert Company Name]*, (hereinafter “*[insert short name]*”), and Christian B. Brown, an independent consultant (hereafter “Consultant”).

The terms and conditions of this Agreement shall apply to all assignments Consultant is engaged to perform. *[insert short name]* desires that Consultant provides, and Consultant agrees to provide as mutually agreed, certain services and work products. In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1 – SERVICES TO BE PERFORMED FOR *[insert short name]*; DELIVERABLES

1.1 Services and Deliverables. *[insert short name]* hereby engages Consultant to perform, and Consultant hereby agrees to perform such project management services (the “Services”) as are deemed mutually agreeable. The parties acknowledge and agree that the Services will consist of specific projects that shall be performed in a workmanlike and professional manner. Consultant agrees to perform the Services in accord with ordinary business custom and usage and *[insert short name]* hereby accepts any and all risks deriving from the use or implementation of Consultant’s expressed or implied work product, whether tangible or intangible. All Deliverables shall be delivered in accordance with any delivery schedule agreed upon between *[insert short name]* and Consultant.

1.2 Method of Performing Services. Consultant will determine the methods, details, and means of performing the Services. *[insert short name]* shall not control the manner or determine the method of accomplishing such work. However, *[insert short name]* shall be entitled to exercise a broad general power of direction and control over the results of work performed by Consultant to ensure satisfactory performance and acceptable work product and Deliverables. This power shall include the right to inspect, stop work and make suggestions or recommendations as to the details of the work, and to modify or redirect Services to be performed after reviewing interim work products of Consultant. *[insert short name]* agrees that this power is not intended to authorize *[insert short name]* to change the scope of the Services in a material respect, but rather to guide and remedy the progression of work within the intended original scope.

1.3 Adherence to *[insert short name]* Policies. Consultant shall, at all times, abide by any and all written *[insert short name]* policies concerning professional conduct, physical security and network access either on-site or from remote locations. Consultant expressly affirms his understanding and acceptance of all policies related confidentiality and or the protection of business practices and trade secrets.

ARTICLE 2 – COMPENSATION AND EXPENSES

2.1 Compensation and Expenses. For all of the Services to be provided by Consultant under this Agreement, [insert short name] agrees to compensate Consultant at a rate of \$150 per hour, up to 20 hours per week. Such payments shall constitute full payment to Consultant for performance of the Services. [insert short name] agrees to pay Consultant within fourteen (14) days after receipt of an acceptable and properly documented invoice.

2.2 [insert short name] agrees that all Compensation and Expenses are exclusive of any federal, state or local, or similar taxes assessed or imposed with respect to the products or transactions contemplated by this Agreement are the sole responsibility of the Consultant and will be reported by the Company in accordance with governing state and federal laws.

ARTICLE 3 – TERM; TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date (see preamble) and shall, unless sooner terminated as provided herein, continue on a week by week basis. This Agreement may be extended for a longer term by mutual written agreement of the parties.

3.2 Termination. Either party may terminate this Agreement, for any reason or for no reason, upon three (3) days prior written notice (“Notice Period”) to the other party. In the event of termination under this Section 3.2, [insert short name] shall pay for Consultant’s Services rendered through the Notice Period, but shall not be responsible to pay further compensation amounts to Consultant.

ARTICLE 4 – TREATMENT OF CONSULTANT PERSONNEL

4.1 Treatment of Consultant Personnel.

a. Compensation of Consultant Personnel. Consultant is, for all purposes, an independent contractor and will receive no benefits of any kind from [insert short name]. In no event will Consultant be considered an employee or agent of [insert short name]. Consultant shall pay and report all appropriate federal and state income tax withholding, social security taxes, and unemployment insurance applicable. Consultant agrees to defend, indemnify and hold harmless [insert short name] from and against claims, liabilities or expenses relating to such compensation, insurance, benefits matter or tax, to the exclusion of services taxes, should service taxes be deemed applicable to the Services provided by the Consultant.

- b. Consultant is legally authorized to work in the United States in accordance with and compliance with all U.S. immigration laws governing U.S. residency or registry for employment eligibility (submission of proper documentation confirming U.S. citizenship or legal alien status and/or INS Form I-9).

ARTICLE 5 – OWNERSHIP OF WORK PRODUCT

5.1 Ownership of Work Product. Except for Consultant's pre-existing and pre-owned elements which Consultant incorporates into any work product delivered under this Agreement, all tangible and intangible proceeds and products of the Services rendered by Consultant shall be solely owned by [insert short name]. Such Services and the proceeds and products thereof shall be considered works made for hire and made in the course of the Services rendered hereunder.

ARTICLE 6 – CONFIDENTIAL INFORMATION

6.1 Protection of Confidential Information of [insert short name]. During the course of performing the Services, Consultant may have access to information relating to, among other things, trade secrets, strategic plans, cost figures and projections, profit figures and projections, computer software, business methods or other technical or business information that is not generally known and that is considered proprietary by [insert short name] or its affiliates. Consultant agrees to maintain all such Confidential Information in confidence during the term and after termination of this Agreement, and not to disclose such Confidential Information except to the extent disclosure is expressly permitted by [insert short name] or is required by operation of law.

6.2 Return of Materials. Upon the request of [insert short name] during the term of this Agreement and upon termination of this Agreement for any reason, Consultant agrees to promptly turn over to [insert short name] all work in progress and copies of documents or other media in any form, written or mechanical, which contain Confidential Information, whether created by or for Consultant or furnished to Consultant by [insert short name].

ARTICLE 7 – MISCELLANEOUS PROVISIONS

1. Equal Opportunity. Consultant will comply with all applicable federal, state, or local laws, regulations and orders with respect to equal opportunity, employment discrimination, and affirmative action.

7.2 Independent Contractor. Consultant is an independent contractor. Neither Consultant nor [insert short name] is, and neither party may represent itself as, an employee, agent, representative or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for or on behalf of the other party, to incur any obligation or liability or otherwise bind the other party. This Agreement is not intended to create an association, agency, joint venture, or partnership between the parties, or to impose any partnership liability upon either party and each party hereby disclaims any such liability. This Agreement is nonexclusive in nature and is not to be construed as establishing an exclusive arrangement between the parties.

7.3 Conflict of Interest. It is the Consultant's responsibility to recognize and avoid any situation that might, directly or indirectly, adversely affect his/her judgment in services for [insert short name] or that otherwise might involve a conflict between Consultant's personal interests and/or the interest of any other person or entity for whom Consultant performs, performed or may perform services, and the interests of [insert short name]. Consultant represents that he/she has made full disclosure to [insert short name] of any existing or contemplated activities that might involve a conflict of interest.

7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts including all matters of construction, validity, performance and enforcement. The parties agree that Suffolk County in the Commonwealth of Massachusetts, shall be the proper forum for any action brought against the other party.

7.5 Entire Agreement. This Agreement represents the entire agreement between the parties as of the Effective Date and may only be modified by an instrument in writing signed by authorized representatives of both parties to this Agreement. This Agreement cancels and supersedes any and all prior and contemporaneous representations, agreements, negotiations, advertisements, statements, or understandings, whether oral or written between the parties which relate to the subject matter of this Agreement.

6. Notices. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail or a nationally recognized overnight carrier, properly addressed and stamped with the required postage, to the intended recipient as follows:

[insert short name]:

[insert short name]
Business Address
City, State, ZIP

Consultant:

Christian B. Brown
Number Street
Town, State, Zip

IN WITNESS WHEREOF, the above parties have caused this Agreement to be executed by their respective representatives thereunto duly authorized, as of the date first above written.

[insert short name]

CONSULTANT

Signatory

Christian B. Brown