

CONSULTING AGREEMENT – Short term

THIS CONSULTING AGREEMENT ("Agreement") dated this ____ day of ____, 20__, by and between _____, with its place of business at EXPRESS TRADE GROUP ("CLIENT") and [business name], with its place of business at [location]. ("CONSULTANT").

ARTICLE ONE - APPOINTMENT

CLIENT retains CONSULTANT and CONSULTANT agrees to provide CLIENT with educational and training services consistent with American Psychological Association standards for Continuing Education in the field of psychology, which may be more substantively described if the parties so desire on Schedule "A" attached hereto and made a part of this Agreement (the "Services").

ARTICLE TWO – DURATION AND CANCELLATION

CONSULTANT shall provide the Services to CLIENT as follows: (Complete One)

- ☐ 1. For the period beginning on _____ [date] and ending on _____ [date].
- ☐ 2. On the following specific dates: _____.
- ☐ 3. Other: _____.

For purposes of this Agreement, the CLIENT acknowledges and understands that, unless otherwise provided in Schedule "A", Services rendered by the CONSULTANT per day shall consist of a total of six (6) contact hours over the course of an eight hour training day. This Agreement may be canceled by either party with Fifteen (15) days prior written notice to the other at the address set forth above. If the CLIENT fails to provide CONSULTANT such notice, CLIENT shall be liable for a cancellation penalty equal to Twenty-Five percent (25%) of the Fee, as determined under Article Three below, as well as court costs, and reasonable attorneys' fees and costs. In that event, the CONSULTANT may retain part or all of any deposit held by the CONSULTANT under Article Three as a credit against the cancellation penalty.

ARTICLE THREE - FEES AND EXPENSES

As consideration for the Services, CLIENT agrees to pay CONSULTANT a fixed price in the amount of \$_____, as well as reimbursement for approved travel and related expenses (such as work related long distance telephone calls) or charges CONSULTANT may reasonably be required to incur in performing the Services under this Agreement (the total of all such amounts to be collectively referred to as the "Fee"). A Twenty-Five percent (25%) deposit may be required to be rendered to the CONSULTANT at the time CLIENT and CONSULTANT enter into this Agreement at the option of the CONSULTANT. Payment by CLIENT of the balance of the agreed

upon Fee for Services and reimbursement for authorized expenditures must be made within Thirty (30) days of presentation of an itemized invoice, including receipts or other evidence of any such expenditures. CONSULTANT'S business, travel and related expenses, if any, will originate from CONSULTANT'S address stated set forth above in this Agreement.

ARTICLE FOUR - REPORTING RESPONSIBILITY

At the commencement of this Agreement, CLIENT will select one or more of its officers or employees to whom CONSULTANT report and who shall serve the contact person(s) with respect to the execution of the Agreement terms by the CONSULTANT. The selected officers or employees may be altered from time to time by CLIENT. The selected officers or employees shall be authorized to modify the Services to be performed by CONSULTANT for the CLIENT not inconsistent with the terms of the Agreement and not without mutual consent of the CLIENT and the CONSULTANT, authorize travel or other expenditures by CONSULTANT, and arrange any necessary conferences between CONSULTANT and other officers or employees of CLIENT. Until otherwise changed by CLIENT, the selected person(s) to whom CONSULTANT will be responsible is _____.

Any such change will be communicated to CONSULTANT by CLIENT in writing.

ARTICLE FIVE - INDEPENDENT CONTRACTOR STATUS

It is understood that CONSULTANT shall perform Services for CLIENT pursuant to this Agreement as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee between the parties. CONSULTANT further agrees that no statute, rule, or custom providing for termination, indemnities or like social benefits is applicable to the relationship established by this Agreement, and CONSULTANT hereby waives any right to demand any such indemnities or benefits under any statute, rule or custom.

ARTICLE SIX – NONDISCLOSURE; NO CONFLICT

CONSULTANT recognizes that by virtue of this Agreement it occupies a position of confidence and trust in its dealings with CLIENT. Accordingly, CONSULTANT agrees to receive and hold in confidence and not to use or disclose any *confidential* information imparted to CONSULTANT except as is necessary to carry out the duties of CONSULTANT under this Agreement. CONSULTANT agrees that there will be no publication of any *confidential* information arising from its rendering of Services under this Agreement without the prior written consent of CLIENT. CONSULTANT represents and warrants that to the best of CONSULTANT'S knowledge, there is no conflict of interest which will prevent CONSULTANT from performing Services for CLIENT.

ARTICLE SEVEN - CONFIDENTIAL INFORMATION

CLIENT acknowledges and agrees that the information including writings, course materials, visual aids, and any other substantive material provided by CONSULTANT during its training services is CONFIDENTIAL INFORMATION and the sole property of, proprietary to, and a valuable trade secret of CONSULTANT and that any reproduction or unauthorized use thereof will cause irreparable harm and loss to CONSULTANT. CLIENT agrees to treat the CONFIDENTIAL INFORMATION in confidence and to undertake the following additional obligations with respect thereto:

(a) to use the CONFIDENTIAL INFORMATION for the sole purpose of the participants of the sessions;

(b) to refrain from reproducing or copying, in whole or in part, CONFIDENTIAL INFORMATION; and

(c) to refrain from disclosing or disseminating the CONFIDENTIAL INFORMATION to third parties.

The CLIENT understands and agrees that the CONSULTANT'S role is to present materials solely for educational purposes, and not to provide clinical supervision to course attendees; therefore, CONSULTANT shall not be held liable or responsible for damages or injuries arising out of the actions of course attendees due to their reliance upon course materials during a session or thereafter. CLIENT further acknowledges and agrees that CONSULTANT is not liable or responsible for any damages or injuries arising from the use or reliance upon the aforementioned materials by course attendees in a clinical setting. Therefore, the CLIENT knowingly and voluntarily, with the intention of binding itself and its successors, heirs and/or assigns, covenants to never institute any suit or action at law or in equity against CONSULTANT, its agents, employees, contractors, successors and/or assigns by reason of any claim of damages or injuries arising out of the actions of course attendees due to their reliance upon course materials during a session or thereafter and will indemnify and hold harmless the CONSULTANT for and from any such suit or action at law instituted by a current or former employee or agent of the CLIENT.

ARTICLE EIGHT - PAYMENT

In the event that CLIENT fails to pay CONSULTANT the entire Fee within Fifteen (15) days of the due date, CLIENT shall, in addition to said payment, be liable for a Late Fee of Ten Percent (10%) of the late payment, as well as court costs, and reasonable attorneys fees and costs.

ARTICLE NINE - NO ASSIGNMENT

This Agreement is personal between the parties and shall not be assigned by either party without the prior written consent of the other party.

ARTICLE TEN - REPORTS

CONSULTANT agrees to make all reports and recommendations to CLIENT in writing within Thirty (30) days after completion of its Services upon any assigned subject if so requested by CLIENT. In addition, CONSULTANT shall also submit from time to time written reports of the progress being made upon any assigned subject upon request from CLIENT, within Thirty (30) days of such request.

ARTICLE ELEVEN - MISCELLANEOUS PROVISIONS

CONSULTANT agrees that in the performance of its Services, it will, to the best of its knowledge, comply with all laws of the United States of America and of the various states of the United States, and of any country in which CONSULTANT performs Services.

ARTICLE TWELVE - NOTICES

All notices provided for in this Agreement shall be given in writing, either by personal delivery of the notice or by the mailing via certified mail RRR to the parties respectively at the addresses set forth above, or at such other address as the party shall notify the other in writing.

ARTICLE THIRTEEN - GOVERNING LAW

This Agreement shall be construed and the legal relations of the parties determined in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws.

ARTICLE FOURTEEN - ENTIRE AGREEMENT

This Agreement is executed and delivered with the understanding that it embodies the entire Agreement between the parties and that there are no prior representations, warranties or agreements relating to the subject matter of this Agreement.

ARTICLE FIFTEEN - MODIFICATIONS; BINDING EFFECT; NO WAIVER

No change in, addition to, or waiver of the terms and provisions of this Agreement shall be binding upon either party unless approved in writing by its authorized representative. The failure by the CONSULTANT to object to or take affirmative action with respect to any conduct of any of the CLIENT which constitutes a breach, or is in violation, of this Agreement shall not constitute, nor be construed as, a waiver thereof, of any future breach, violation or subsequent wrongful conduct. This Agreement is binding on the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate and their signatures affixed to it as of the date and year first above written.

ATTEST OR WITNESS:

BY: _____

[business name]

BY: _____
[business representative name]

SCHEDULE A