

Consulting Contract

This Consulting Contract is being entered into by XYZ Company ("Client") and Jane Doe ("Consultant") this ____ day of January 2012.

1. **Work to be Performed.** See attached project plan.

2. **Compensation.**

_____ Client shall pay Consultant \$ _____ per hour due on or before the first Friday following the end of any week in which Consultant performs services for Client.

OR

_____ Client shall pay Consultant a flat fee of \$ _____ as total compensation for the project described below. Payment shall be made as follows:

- a. \$ _____ due before work will begin, and
- b. \$ _____ due upon receipt of final deliverable.

3. **Independent Contractor Relationship.** Consultant's relationship with Client will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Consultant's compensation will be subject to withholding by Client for the payment of any social security, federal, state, or any other employee payroll taxes.

4. **Ownership of Work Product.** Consultant agrees that all work product developed by her alone or in conjunction with others in connection with the performance of services pursuant to this Agreement is and shall be the sole property of Client, and Consultant shall retain no ownership, interest, or rights therein. Work product includes but is not limited to reports, graphics, memoranda, slogans, and taglines.

5. **Confidentiality.**

5.1 **Definition of Confidential Information.** "CONFIDENTIAL INFORMATION" as used in this Agreement shall mean any and all technical and non-technical information including patent, copyright, trade secret, proprietary information, computer files, and client information related to the past, current, future, and proposed services of Client and includes, without limitation, Client property, and Client's information concerning customers, research, financial information, purchasing, business forecasts, sales and merchandising, and marketing plans and information.

5.2 **Nondisclosure and Nonuse Obligations.** Consultant agrees to protect the confidentiality of all Confidential Information and, except as permitted in this section,

Consultant shall neither use nor disclose the Confidential Information. Consultant may use the Confidential Information solely to perform consulting services under this Agreement for the benefit of Client.

5.3 Exclusion from Nondisclosure and Nonuse Obligations. Consultant's obligations under Section 5.2 ("NONDISCLOSURE AND NONUSE OBLIGATIONS") with respect to any portion of the Confidential Information shall not apply to any such portion that Consultant can demonstrate (a) was in the public domain at or subsequent to the time such portion was communicated to Consultant by Client; (b) was rightfully in Consultant's possession free of any obligation of confidence at or subsequent to the time such portion was communicated to Consultant by Client; or (c) was developed by Consultant independently of and without reference to any information communicated to Consultant by Client. A disclosure of Confidential Information by Consultant, either (i) in response to a valid order by a court or other governmental body, (ii) otherwise required by law, or (iii) necessary to establish the rights of either party under this Agreement, shall not be considered a breach of this Agreement or a waiver of confidentiality for other purposes, provided, however, that Consultant shall provide prompt written notice thereof to Client to enable Client to seek a protective order or otherwise prevent such disclosure.

6. General Provisions.

6.1 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Indiana. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Indiana, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in Indiana, such personal jurisdiction shall be nonexclusive.

6.2 Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.3 Injunctive Relief for Breach. Consultant agrees that her obligations under this Agreement are of a unique character that gives them particular value; Consultant's breach of any of such obligations will result in irreparable and continuing damage to Client for which there will be no adequate remedy at law; and, in the event of such breach, Client will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper, including monetary damages if appropriate.

CLIENT

CONSULTANT

By:

Jane Doe