

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the “Agreement”) dated this ____ day of _____, _____

Between:

[CLIENT NAME]

the “Client”

- and -

ASHLEY D. FRANKLIN

the “Consultant”

1. Background.

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide consulting services to the Client.
- B. The Consultant is agreeable to providing such consulting services to the Client on the terms and conditions set out in this Agreement.

2. **Consulting Services.** The Consultant and the Client (each a “Party”, together referred to as the “Parties”), have agreed that the Consultant will provide certain consulting Services, as described below, to the Client, and have agreed to the following terms.

3. **Scope of Services.** The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the “Services”):

A. [SPECIFIC SERVICES WILL BE LISTED HERE].

B. Services will also include any other consulting tasks with written consent of the Parties. The Consultant hereby agrees to provide such Services to the Client.

4. **Delivery of Services.** The Services shall be performed only by the Consultant or any other person who is approved by the Client in writing or verbally.

5. **Term of Agreement.** The term of this Agreement (the “Term”) will begin on the date of this Agreement and will remain in full force and effect until the earlier of [DATE THE CONSULTING SERVICES WILL END], the completion of the Services, or as terminated

pursuant to this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.

6. **Performance.** The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.
7. **Currency.** Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US dollars).
8. **Compensation.**
 - A. The Consultant will charge the Client for the Services at the rate of \$125.00 per hour (the “**Compensation**”).
 - B. A retainer of \$_____ (the “**Retainer**”) will be payable by the Client at the beginning of the Term of this Agreement.
 - C. For the remaining amount, the Client will be invoiced when the Services are complete.
 - D. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
 - E. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Consultant will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Consultant.
9. **Expenses.** The Consultant shall assume responsibility and pay for all reasonable expenses necessary to effectively provide its Services under this Agreement. If the Client agrees to pay for any expenses, such expenses shall first be approved by the Client or by any other person the Client should choose to designate.
10. **Penalty for Late Payment.** Any late payments will trigger a fee of 6.8% per month on the amount still owing.
11. **Services.** The Consultant shall perform the Services to the best of its ability and to a standard of a reasonable professionalism within the industry of the Services. Any personnel provided by the Consultant shall perform their work to the same professional standard.
12. **Time of Services.** The Consultant shall allocate the time required to complete the Services for the Client in a professional manner. It is a material term of this Agreement that the Consultant shall complete the Services within the term set-out in Section 5 of this Agreement.
13. **Conflicts.** The Consultant shall not be restricted in delivering its services to other individuals or businesses while the Services are being delivered to the Client, unless doing so would be in conflict with the interests of the Client.

14. **Rules and Regulations.** The Consultant and its employees, personnel and contractors shall always comply with any necessary laws, codes and regulations as well as the rules and regulations of the Client, so long as the Client has made the Consultant reasonably aware of its rules and regulations.
15. **Indemnity.** The Client shall indemnify and hold harmless the Consultant or any of its directors, officers, employees or agents (the “**Releasees**”) from any and all claims, actions, losses, expenses, costs or damages that the Client or any of its directors, officers, employees or agents (the “**Releasers**”) may have now, in the past, or in the future, as a result of the negligence of the Consultant or its personnel in the performance or non-performance of the Services.
16. **Intellectual Property.** All Intellectual Property, as defined below, and all copyrights and other rights, titles and interests, both legal and equitable, in and to the Intellectual Property belong exclusively to the Client. The Consultant hereby assigns, transfers, grants and delivers all copyrights, patents, trade secrets, trademarks and other rights, titles and interests whatsoever, both legal and equitable, solely irrevocably and exclusively throughout the world to the Client, that Consultant may own in such Intellectual Property. The Consultant hereby waives, and represents and warrants to the Client that its employees or personnel delivering the Services have waived, in whole all moral rights that the Consultant or its employees and personnel may have in the Intellectual Property, including the right to restrain use or reproduction of the Intellectual Property in any context and in connection with any product, service, cause or institution. The Consultant shall execute such grants, assignments and waivers of all such rights as the Client may reasonably request from time to time. “**Intellectual Property**” shall include, but is not limited to, every concept, development, design, process, computer program, invention, procedure, system, writing, drawing, plan, know-how, trade secret, Client list, data, market research, product or service details, economic information, or any other intangible asset of value, which are in any way related to the business of the Client and which are created, developed, invented or written by the Consultant or by any of its personnel for the purpose of the provision of the Services under this Agreement.
17. **Confidential Information.**
 - A. “**Confidential Information**” refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
 - B. The Consultant agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
 - C. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of

whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

18. **Consultant Not an Employee.** The Consultant and any of its employees or personnel who may be delivering the Services under this Agreement are not employees of the Client and are not entitled to receive any employment benefits from the Client. Further, the Client shall not be required to make contributions for employment insurance, provincial/state or federal pension plans, workers' compensation or similar premiums, employer health tax and other similar levies on behalf of any of the Consultant's employees or personnel.
19. **Consultant Shall Not Contract.** The Consultant, its employees, contractors or agents shall not Consultant without the prior written consent of the Client, enter into any contract on behalf of Client or bind Client in respect whatsoever. For further clarity, the Consultant does not have legal or business decision making authority on behalf of the Client except where otherwise consented to in writing by the Client.
20. **Termination without Notice.** The Client or the Consultant may terminate this Agreement (the "**Terminating Party**") at any time in the event that either of the Parties breaches any part of this Agreement (the "**Breaching Party**"), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 Business Days, defined as any day that is not a Saturday, Sunday or US federal holiday.
21. **Termination with Notice.** Either Party may terminate this Agreement at any time for convenience with 10 Business Days prior written notice to the other Party.
22. **Provisions Operating following Termination.** Following the termination of this Agreement for any reason, with or without cause, the provisions of paragraphs 14, 15, 16, and 17 and any other provisions of this Agreement necessary to give those paragraphs power shall continue in full force and effect.
23. **Assignment.** The Consultant will not voluntarily, or by operation of law, assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Client.
24. **Amendments.** Any amendment to this Agreement must be in writing and signed by both Parties to be valid and binding.
25. **Severability.** Each of the paragraphs contained in this Agreement is unique and severable. In the event that any section, provision or part of this Agreement is declared invalid, illegal or unenforceable, the remaining parts of this Agreement shall remain in full force and effect and such declaration shall not affect the validity or enforceability of any other parts of this Agreement.
26. **Governing Law and Forum.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Missouri and the federal laws applicable therein. Any disputes arising from this Agreement or between the Parties with respect to the Services shall be resolved in a court of competent jurisdiction in the City of Saint Louis.

27. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter described in this Agreement, and supersedes and replaces in its entirety all previous agreements, communications and understandings relating to the matters referred to in this Agreement.

28. **Notices.** Any notice to be made or given under this Agreement shall be delivered in writing and may be made by personal delivery or by electronic mail to the following recipient at the addresses below:

TO: [CLIENT'S EMAIL ADDRESS]

TO: [CONSULTANT'S EMAIL ADDRESS]

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by registered mail, on the third day following delivery of the notice.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the _____ day of _____, _____.

Signature: _____

Name: [CLIENT'S NAME]

Company: [CLIENT'S COMPANY NAME]

Signature: _____

Name: **ASHLEY D. FRANKLIN**

Company: **BIOSTATISTICS BY DESIGN**