

Consulting Agreement

Dated _____.

Between:

("Client")

- and -

("Consultant")

Whereas:

- 1 The Client carries on the business of computer software development for the engineering profession, including the development of proprietary products (the "Business");
- 2 The Client wishes to retain the Consultant to provide computer programming and development services in connection with _____ (the "Project"), a more detailed description of which (including time lines) is attached as Schedule "A".

THEREFORE, in consideration of the respective covenants and agreements of the parties contained in this Agreement, the sum of one dollar now paid by each party to the other, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), it is agreed as follows:

Definitions

- 1 In this Agreement, the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or contract:
 - (a) "Services" means the provision by the Consultant of computer software development services to the Client in relation to the Project, as outlined in Schedules "A" and "B" attached, and such other services as may be agreed upon between the Consultant and the Client from time to time.
 - (b) "Consulting Fees" means the fees payable by the Client to the Consultant for provision of the Services, as set out in Schedule "C".

Performance of Services

- 2 The Services shall be provided by the Consultant at times and places mutually convenient to the Consultant and the Client. It is agreed and acknowledged that the Consultant provides services to other persons, firms and corporations and will continue to do so during the term of this Agreement.
- 3 The Consultant shall perform the Services under this Agreement as and when requested by the Client and as need to complete its share of the Project on time. The Consultant shall not be subject to supervision by the Client or subject to the Client's detailed orders or instructions. The amount of time spent servicing the Client's needs shall be determined at the sole discretion of the Consultant in order for it to fulfill its role in the Project, but shall be no less than _____ per _____ and no more than _____ per _____.

- 4 All Services shall be performed by the Principal on behalf of the Consultant, unless the Customer otherwise agrees to the contrary, which consent will not be unreasonably withheld or delayed if an equally competent and trained person is assigned as a substitute and the Client is not billed for any time or costs required to have the substitute achieve the same level of knowledge and efficiency as the Principal had with respect to the Project.