

# ePeople

1108 Ohio River Boulevard, Suite 803 Sewickley, PA 15143 (412-324-1025)

This Consulting Agreement (the “Agreement”) made this \_\_\_\_\_, between ePeople, LLC (hereinafter referred to as the “Company”) and \_\_\_\_\_ (hereinafter referred as “Customer”). Where the Company is engaged in the business of placing consulting professionals; and where the Customer desires to hire consulting professionals from Company.

1. Consulting Services: The Company shall provide the consultant(s) identified in Appendix A on an independent contractor basis to provide professional services in their area of expertise and/or such other services as may be required by Customer from time to time.
2. Term: The term of this Agreement shall be detailed in Appendix A of this document.
3. Fees/Charges/Salaries/Taxes: In full consideration of the consulting services provided, Customer will compensate Company on an hourly basis as agreed upon in Appendix A. No other charges for travel, living or per diem shall be billable or payable. All taxes applicable to any amounts paid by Customer to Company or the consultant(s) under this Agreement are the Company’s liability. Customer shall not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workers’ compensation.
4. Payment: Company shall invoice Customer for consulting services bi-weekly. Customer shall make payment upon receipt of invoice. In the event that the Company must institute legal action to collect any outstanding amounts, Customer agrees to pay all of the Company’s costs of suit, including reasonable attorneys’ fees.
5. Warranty: Company warrants that its services will be of professional quality conforming to generally accepted practices in the profession. If client is dissatisfied with a particular individual provided by Company, Company will remove such person and replace them as soon as practicable.
6. Disclosure of Confidential Information: Periodically during the term of this Agreement, Customer may make available to the Company and/or consultant(s) certain confidential information, such as a list of Customer clients, billing procedures, trade secrets and general operation of Customer business. Since all such information is agreed by the parties to be a valuable, special and unique asset of Customer, Company agrees not to reveal such confidential information or any part of it to any person, firm, corporation or association both during and after the term of this Agreement. This covenant not to disclose confidential information will remain in effect during the term of this Agreement and in perpetuity from and after the termination.
7. Return of Documents: Company hereby agrees to return all client lists, source code, employee manuals, telephone lists, documents and any other property of Customer and any photocopies thereof to Customer upon termination of this Agreement.
8. Non-Solicitation: Customer covenants that during the term of this Agreement and for a period of one (1) year from the termination of this Agreement, Customer will not, directly or indirectly, as an owner, officer, shareholder, employee, independent contractor, and/or consultant to any person or organization, whether for profit or non-profit, solicit Company employees, consultants, independent contractors, agents, or other representatives for placement or employment; will not, directly or indirectly, as an owner, officer, shareholder, employee, independent contractor, and/or consultant to any person or organization, whether for profit or non-profit, solicit Company’s customer’s or prospects, or otherwise interfere with those contractual relations except as outlined in Appendix A
9. Work for Hire: It is the intent of the parties hereto that any software developed by the consultant(s) while hired by Customer, including software in progress, shall be a “work made for hire” as intended under the Copyright Act, as amended, codified at 17 U.S.C.S. 101, *et seq.* (the “Software”). This provision shall apply to all Software programs developed by the consultant(s) including those solely developed by the consultant(s) or in association with any third parties, Software developed during consultants(s)’ regular hours of work or his or her own time. Further, “work made for hire” shall include all writing, including without limitation, Software program codes, logic diagrams, flow charts, procedural diagrams, maps proposals and analyses, and any documentation related thereto produced by the consultants(s) in the course of his or her work for Customer.

10. Policies: Company acknowledges that as a condition of this Agreement, its consultant(s) will be bound by all policies established by Company and any Employment Manual or written policy statement even though such policy may be unilaterally amended, terminated or modified at the sole discretion of Company and that in the event there are any inconsistencies between said policies and this Agreement, the provisions of this Agreement shall govern.
11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of Customer, its successors and/or assigns, and the Company, its consultant(s), employees, agents, representatives, successors and/or assigns. Neither party may assign their obligations and duties hereunder without the express written consent of the other.
12. Governing Law and Venue: The validity and effectiveness of this Agreement shall be governed by, the laws of the Commonwealth of Pennsylvania. The Company consents to jurisdiction and venue in the Court of Common Pleas, Allegheny County, Pennsylvania, to resolve any dispute as to construction, interpretation, validity, application and enforcement of this Agreement.
13. Severability: The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
14. Waivers: In the event that either party waives a breach of any provision of this Agreement by the other, that waiver will not operate to be construed as a waiver of later breaches by either party. In no event will any conduct of the other be deemed a waiver unless evidence by writing, wherein the other expressly consents to such waiver.
15. Force Majeure: Neither party shall be in breach of the agreement to the extent that any delay or default in performance is due to causes beyond the control of the delayed or defaulting party, provided that the delayed or defaulting party immediately notifies the other party of the event, an estimate of the duration of the event, and the delaying or defaulting party's plant to mitigate the effects of the delay or default.
16. Entire Agreement: This Agreement and the attached Appendices constitute the entire agreement between Customer and Company. This Agreement may be amended, altered or modified only by written document signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

ACCEPTED BY:

ePeople, LLC

By:

By:

Authorized Signature \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name:



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APPENDIX A

This Appendix is issued pursuant to the ePeople Consulting Agreement dated \_\_\_\_\_ by and between ePeople, LLC (Company) and \_\_\_\_\_ (Customer).

**Customer Contact:**

Name:  
Phone:  
eMail Address:

**Description of Work:**

Work Location:  
Start Date:  
Length of Project:  
Consultant Name:  
Hourly Pay Rate:  
Overtime Rate:

**ePeople Contact:**

PHONE: 412.324.1025

**Accepted By:**

By:  
Authorized Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_

ePeople LLC  
By:  
Authorized Signature: \_\_\_\_\_  
Printed Name: