

Reviewed and Revised April 21, 2007

**SAMPLE PROFESSIONAL SERVICES AGREEMENT FOR A CONTRACTOR
POSITION**

**WIDGETS INTERNATIONAL
(A WHOLLY OWNED SUBSIDIARY OF ROBBER BARON, INC)**

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT, made as of this first day of January, 2006 by Michael Eisner,
CONSULTANT, hereinafter referred to as the "Consultant" and Widgets International of
1234 Robber Baron Lane, Vienna, VA 22180, hereinafter referred to as the "Company".

WHEREAS, Company and Consultant both desire to enter into an agreement for the
performance by Consultant of professional services for Company;

NOW, THEREFORE, in consideration of the premises and of the mutual promises
hereinafter contained, the parties hereto agree as follows:

1. **STATEMENT OF WORK:** Consultant shall perform work in
conjunction with the activities described in and attached as "Exhibit A - - Statement of
Work". The Consultant shall perform these activities at such place or places as shall be
mutually agreeable to the parties hereto. This agreement is made with Consultant **as an
independent contractor and not as an employee of Company (emphasis added).**
(Why is this an important clause?)

2. **PAYMENT:**
- (a) During the term of this agreement, the Company shall pay
Consultant Eighty dollars and Zero Cents (\$80.00) per hour
(approximately \$156,800.00 per year based on a 1960 hour work
year) for work described in Exhibit A. Time spent in travel shall
not be deemed to be time spent on such work except to the extent
that work hereunder performed during such travel period or
periods.
 - (b) Company shall reimburse Consultant for actual and reasonable
travel expenses incurred while in a travel status authorized by
Company, said reimbursement to cover expenses including hotel
bills, meals and other incidental expenses, plus cost of
transportation. Lodging and meal expense reimbursement will not
exceed normal Government per diem reimbursement amounts.

- (c) Company shall reimburse Consultant for all other reasonable expenses incurred by Consultant in the performance of work hereunder, provided, however, the prior written approval of the Company shall be obtained before incurring any such expenses. Without limiting the foregoing, such expenses shall include telephone and facsimile costs, cost of using computers, and other expenses as mutually agreed upon.
 - (d) Payment of such compensation shall be made by Company to Consultant within a reasonable time after receipt by Company of a detailed statement made and furnished by Consultant showing services performed, the time and place of such performance and approved by a person or persons to be designated by the President of Company. Consultant shall maintain a record of time applied to the Standard of Work and this record shall accompany Consultant's statement.
- 3. **COPYRIGHTS:** Consultant agrees that all writings produced by Consultant under this agreement shall be the sole property⁷ of Company and Company shall have the exclusive right to copyright such writings in any country or countries, unless specifically otherwise agreed.
- 4. **CONFIDENTIAL INFORMATION:** The Consultant agrees that he will not, during the term of this Agreement, or thereafter, disclose any confidential, Company Private, or Competition Sensitive information whatsoever obtained from the Company as a result of work done pursuant to this Agreement, nor display for any purposes, any drawings, letter, report, or any copy or reproduction thereof, belonging to or pertaining to the Company with due authorization from a responsible officer thereof.
- 5. **TERMINATION:** This agreement may be terminated in whole or in part at any time by either party giving written notice to the other. Otherwise, this agreement will be "Open-Ended".
- 6. **SECRECY:** In the event that any Classified or Restricted Data information must be made available to Consultant hereunder, Consultant agrees either (a) to cooperate in establishing his security clearance with the Company and to execute whatever forms and joint agreements are by law required by this; or (b) to provide and maintain a system of security controls in accordance with the requirements of the "Department of Defense Industrial Security Manual for Safeguarding Classified Information", and as may otherwise be required by law. Attached is "Exhibit C – Security Agreement" that must be executed to allow establishment of a personal security agreement with the Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written:

WIDGETS INTERNATIONAL

Consultant

BY _____
Robbie Baron
Executive Vice President

Mr. Michael Eisner

Social Security Number:

Address:

1234 Mocking Bird Lane
Clarendon, VA 20167

Exhibit A – Statement of Work
Exhibit B – Timecard
Exhibit C – Security Agreement

Cc: Human Resources
All individuals

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