

ASME Standards Technology, LLC

Nonexclusive Independent Consultant Agreement

Standard Terms and Conditions

Insert Title

This Agreement, dated as of _____, is made between ASME Standards Technology, LLC (“ASME ST-LLC”), a New York not-for-profit corporation with its principal office at Three Park Avenue, New York, New York 10016 and [Insert Consultant, Address] (the “Independent Consultant”).

W I T N E S S E T H:

WHEREAS the ASME ST-LLC desires to engage the Independent Consultant to perform [insert scope description]; and

WHEREAS the Independent Consultant agrees to accept such engagement and to perform the services hereinafter specified;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements of the parties contained in this Agreement, it is agreed as follows:

1. Engagement. ASME ST-LLC hereby engages the Independent Consultant, on an as needed and nonexclusive basis, to perform the services defined in Annex 1, Scope of Work.

2. Performance. The Independent Consultant agrees to perform the services set forth above. The Independent Consultant agrees to perform such services professionally and to the best of his ability, to provide his services in an ethical manner, and to avoid conflicts of interest and any appearance thereof. It is understood that the Independent Consultant may obtain other consulting work and, as a result, may be unavailable, from time to time, to perform consulting services for ASME ST-LLC, but the Independent Consultant agrees to adhere to the ASME Policies on Conflicts of Interest and Ethics (<http://stllc.asme.org/Policies.cfm>). ASME ST-LLC will not set specific daily schedules. ASME ST-LLC will not provide tools, materials, supplies or equipment necessary for the Independent Consultant to perform the Work except for

the necessary codes, standards, and procedures. Neither will ASME ST-LLC reimburse the Independent Consultant for the use of his tools, materials, supplies or equipment. The Independent Consultant shall not engage subcontractors to perform any portion of the Work without the written approval of ASME ST-LLC.

3. Fees. For all services to be rendered by the Independent Consultant to ASME ST-LLC, as required by ASME ST-LLC, the Independent Consultant will receive fees as specified in Annex 1. It is understood and agreed that the Independent Consultant is performing services as an independent contractor. As a result, ASME ST-LLC will not withhold any tax, of whatever nature, from payments made by ASME ST-LLC to the Independent Consultant. The Independent Consultant is solely responsible for meeting federal, state, or local income tax liabilities. The total charges for all fees and expenses shall not exceed the contract value specified in Annex 1.

4. Expenses. Expenses incurred by the Independent Consultant in connection with the Work shall be borne by the Independent Consultant as part of the total compensation for this Work.

5. Terms of Payment. The Independent Consultant shall submit associated invoices for acceptance by ASME ST-LLC prior to payment. Invoices should be submitted following achievement of milestones specified in Annex 1. Payment shall be 100% net due 30 days after receipt of an acceptable invoice from the Independent Consultant.

6. Benefits. The Independent Consultant is not eligible for, and will not receive, any benefits from ASME ST-LLC based on services performed under this Agreement.

7. Copyright and Ownership. The Independent Consultant agrees that ASME ST-LLC specially ordered and commissioned the Work as “work made for hire” as that term is defined in the United States Copyright Act (17 U.S.C. §101), and that for purposes of the copyright laws, ASME ST-LLC shall be deemed the “author” of the Work. If it is determined that the Work is not a work made for hire under the U.S. Copyright laws, then, as of the creation of the Work, the Independent Consultant hereby assigns exclusively and irrevocably to ASME ST-LLC all worldwide, present and future right, title and interest in the Work, including the copyrights and other proprietary rights existing in the Work (including all United States and foreign copyrights, all copyrights under any treaties, conventions, proclamations, or the like, and

all extensions of such copyrights; all artistic and literary property rights; all moral rights; all rights to apply for or obtain any registrations for copyright in the Independent Consultant's name; and the right to sue and recover for any infringement of the Work). The Independent Consultant may not reproduce the Work in any form without ASME ST-LLC's prior written permission.

8. Indemnification and Hold Harmless.

a. Obligation of the Independent Consultant – The Independent Consultant shall indemnify, defend and hold harmless ASME ST-LLC and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of action, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which ASME ST-LLC, its officers, directors, employees, agents and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Independent Consultant, its officers, directors, employees or agents.

b. Obligation of ASME ST-LLC – ASME ST-LLC shall indemnify, defend and hold harmless the Independent Consultant and its officers, directors, employees and agents and each of them from any and all claims, actions, causes of action, demands, liabilities of whatsoever kind and nature including judgments, interest, attorney's fees, and all other costs, fees, expenses and charges which the Independent Consultant, its officers, directors, employees, agents and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of ASME ST-LLC, its officers, directors, employees or agents.

9. Term. It is mutually agreed that the Independent Consultant will commence work on this project immediately upon execution of this Agreement, and continue until completion, estimated as on or about [**Contract End Date**]. This termination date may be extended by mutual agreement, which must be confirmed in writing.

10. Termination. ASME ST-LLC shall have the right to terminate this agreement upon 14 days notice in writing to the Independent Consultant at any time that ASME ST-LLC shall in its judgment decide that such termination is in the best interests of ASME ST-LLC. Conversely, the Independent Consultant shall have the right to terminate this agreement upon 14 days' notice in writing to ASME ST-LLC at any time that the Independent Consultant shall in his judgment decide that such termination is in the best interests of the engineering profession. In the event of such termination, ASME ST-LLC shall pay the Independent

Consultant on a pro rata basis for percent of work completed as determined by mutual agreement subject to the provisions of Sections 3 and 4 of this Agreement.

11. Force Majeure. The parties' performance under this contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this contract for any one or more of such reasons upon written notice to the other party.

12. Trademark Usage. Independent Consultant may not use any of ASME ST-LLC's trademarks or other identifiers (including the ASME ST-LLC logo) in any manner without ASME ST-LLC's prior written approval or consent. ASME ST-LLC reserves the right to review any approved use of its trademarks and to require changes in any further use, and Independent Consultant agrees to comply with those requirements.

13. Publicity Release And Public Affairs. The Independent Consultant shall not make without prior review and approval of ASME ST-LLC, any publicity release of any nature of general, non-technical information in connection with this Agreement. For purposes of this Agreement, general, non-technical information means any information concerning the existence of the Agreement, the identity of the parties, and the scope and general character of the research or technical activity.

14. Entire Agreement. This Agreement entirely supersedes, terminates, and replaces any and all prior agreements between the parties relating to the subject matter hereof and may not be amended except by an instrument in writing signed by both parties to this Agreement.

15. Notices. Any notices hereunder shall be given to the parties at their respective addresses set forth above by registered mail until a new and different address shall be established for either party on the basis of notice given to the other party.

16. Governing Law. This Agreement shall be subject to and governed by the substantive laws of the State of New York (without regard to its conflict of laws rules).

IN WITNESS WHEREOF, ASME ST-LLC has caused this Agreement to be executed on its behalf by its officer thereunto duly authorized and the Independent Consultant has executed this Agreement as of the day and year first above written.

ASME STANDARDS TECHNOLOGY, LLC

By: _____
Name: John Koehr
Title: President

INDEPENDENT CONSULTANT

By: _____
Name:
Title:

Social Security or Federal Tax ID number: _____

Annex 1 – Scope of Work

Background

Statement of Work

Key Personnel

Deliverables

Schedule

Reporting

Pricing

Invoicing & Payments:

Invoices shall be submitted to the ASME ST-LLC Project Manager via email. Milestone payments will be made once the following milestones are completed and approved by ASME ST-LLC Project Manager.

Milestone	Description	Amount
1	Draft Guide Submission	\$2,000
2	Final Guide Submission (all comments confirmed as addressed)	\$3,000

Contract Value

Not to exceed fixed fee contract value of \$_____ including all expenses.
(No travel is anticipated for this project)

OR

Travel reimbursement shall be in accordance with the attached Travel Policy.