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Consulting Agreement

ENTITIES

"Robison" shall herein refer to Robison Bryan of PatentPortfolioDetective.com. "USPTO" shall herein refer to the United States Patent and Trademark Office. "The Company" ("the company", "company") shall herein refer to:

(Company Name)

(Address: #, Road, zip)

JURISDICTION

The jurisdiction ("jurisdiction") under which any dispute arising out of or in light of this contract shall be resolved shall that of the state of Washington, USA (under which Robison established his PatentPortfolioDetective.com business, its web sites and its D&B Duns number, and to which timely return is anticipated within a year or so).

COMPLETE AGREEMENT

This agreement constitutes the complete agreement between Robison and The Company. No other agreement, whether written or otherwise, shall be considered to exist between Robison and The Company.

HEADINGS AND SEVERABILITY

Except as specifically stated otherwise herein, any and all divisions of sections or headings of sections herein are for sole purpose of conveniently locating clauses, and as such shall not impart any restriction, limitation, group-indication or any other meaning in this contract. Each statement shall be considered on its own, and if any statement herein (or clause thereof) shall be found by jurisdiction to be disallowed, the remainder of each statement and all statements shall remain in force, construed and interpreted to grant Robison the fullest possible rights and freedoms therefrom.

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS

Except upon written request by The Company (for any purposes including but not limited to patent prosecution, assertion and or defense), and excepting any and all inventions, ideas and or information accessed, invented and or known by Robison through means other than The Company, Robison agrees not to disclose or claim any inventions or patentable ideas made known to Robison by The Company. Except upon written request by The Company (for any purposes including but not limited to patent prosecution, assertion and or defense), Robison further agrees not to disclose The Company's interest in what The Company shall confide to Robison. Since Robison is working for The Company at least in cooperation with attorney(s) signing below, the confidentiality effected by the foregoing is established between Robison, The Company and said attorney(s), establishing Attorney Client Privilege on behalf of The Company, said attorney(s) and Robison. Each indicative provisional draft product created by Robison for the company shall belong to the company. Notwithstanding, such shall not be construed as a property right reserved by the company for partial inventions or information found therein. For non-limiting example: the company might own a potentially patentable invention that would extend prior art in an inventive way creatively devised by the company, but would not own any prior art upon which the company's new invention is based. The only ownership of intellectual property acknowledged by this agreement shall be what is held by USPTO-issued patent. Therefore it shall be the responsibility of the company to withhold any and all information that the company would not wish to see potentially published within a patent application submitted to the USPTO. This section on "NON-DISCLOSURE" shall supercede any and all other contracts, understandings, obligations and or agreements (written or otherwise), and Robison shall have no other obligation with respect to confidentiality, disclosure or intellectual property rights belonging to or entrusted to the company.

THE WORK

The services Robison provides SHALL NOT be construed as any kind of law practice whatsoever. Robison is simply providing indications, embodied by investigative, technical and or prototype draft-writing services. Any and all language provided by Robison pursuant to this agreement (whether in writing or otherwise) shall be strictly considered as indicative, for exemplary purposes only, and shall not be construed as any legal advice or legal services. As such, Robison may seek to indicate possible areas in which the company might enlist the company's legal representation (whether said representation comprises qualified legal counsel or self representation in the case of those claiming small entity status with the USPTO) to address issues concerning intellectual property rights held or potentially held by the company with respect to its own technology, or to indicate ideas pertaining to possible technology practiced by the company.

For non-limiting example, Robison would normally seek to:

- * Confer with inventors/Engineers in the company to get ideas of what the company may have had to "figure out" as a part of bringing product to market.
- * Communicate such ideas to the company's legal representation, ideally framing such within drafts indicative of exemplary provisional patent application language (to reduce "vollying" of drafts between Engr and Legal Depts).
- * Creatively indicate noticed areas of possible concern, potentially pertaining to any prior art that may conceivably blockade the company's technology practice or apart from which the company's possible inventions might need to be identified as distinct.
- * Any other activity deemed useful by the company (in writing or otherwise) to such ends and or along such lines.
- * Any other activities whereby Robison might indicate issues to company legal counsel, such as (for non-limiting example), possible infringement of the company's patents by other companies, any other inventions made by the company that might be worth pursuing as patents, any patents held by other companies that might someday be asserted against the company, and or perhaps possible ways in which the company might mitigate such danger (including but not limited to searching for any prior art to possibly invalidate an accusing patent, or possibly identifying ways for the company to perform its technology that may steer more clear of such accusing patent).

THE PAY

Robison shall charge \$85/hour for his services, not to exceed 40 hrs per week; terminated in writing by either party. When working on-site at the company, the time shall be broken down by "time left" minus "time arrived", with no other subdivision. When working off site (at Robison's own location), the time shall be broken down by "time left-off" minus "time resumed", with an additional field in spreadsheet for initial purpose of "time resumed". Because of the integration of attention to various investigative concerns (for non-limiting example, prior art against which a company invention may need to be identified as distinct and existing intellectual property that might someday be asserted by another company against the company), there is no guarantee made that a span of time logged shall be spent solely on the initial purpose of logging in again, but Robison does assure that all reasonable diligence is exerted to assure that the time spent "logged in" is spent on the company. ("Logged in" herein refers to the time between "time resumed" and "time left-off" as logged on Robison's work time spreadsheet.) Robison shall submit a spreadsheet of work time to the company at the end of each work week, to be paid in full within 7 days by check (net 7) by the company. As each work product becomes available, Robison will make each such work product available to the company, along with an indication therein that the work product (in its entirety, not in every part) belongs to the company (regarding "not in every part", see the section on "NON-DISCLOSURE").

LIABILITY

All work products are to be considered indicative at best. Therefore there is no guarantee, warrantee or liability (implied or otherwise) regarding any and or all work products, whether written or otherwise. Disclosure issues discussed above notwithstanding, Robison's sole obligation pursuant to this agreement and or the work pertaining thereto is to exercise reasonable diligence to assure that the time billed the company is spent on the company. The company has all responsibility to see that its legal counsel utilizes wherever appropriate any and or all indications provided by Robison, and other than such indications Robison shall not be construed as providing or being required to provide any work product. Since "indications" are the only work product offered by Robison to the company, if the company is not satisfied with the indications it receives, the company's sole remedy shall be to discontinue Robison's services and pay his final (and any outstanding) invoice(s).

BURDEN OF PROOF

The Company shall bear all burden of proof with respect to any and all real, perceived and or suspected violation of this contract by Robison, whether in part or in whole. Robison shall not be required to disclose his own trade secrets for any purpose whatsoever.

_____ (Signature of Company Signatory)	_____ (Name of Company Signatory)	_____ (date)
_____ (Signature of Legal Counsel)	_____ (Name of Legal Counsel)	_____ (date)
_____ (Signature of Robison Bryan)	Robison Bryan (PatentPortfolioDetective.com)	_____ (date)