



CONSULTING AGREEMENT

The following Agreement is executed between Microcomm of 121 Florence Drive, Cogan Station, PA 17728 USA (the Consultant) and _____ of _____ (the Client), in order to facilitate their joint development of products and securing patents in the area of _____.

1. The Consultant maintains a fully equipped microwave research and development laboratory in Cogan Station PA, is widely published in the pertinent professional literature, and has patents and design experience in the subject field. The Client recognizes the Consultant's expertise in this field, and may propose to the Consultant such assignments as the Client believes to be within the Consultant's professional competence. The Consultant may, at his sole discretion, accept or reject any task proposed by the Client. The Consultant agrees to devote his best professional effort to the accomplishment of each task accepted by him, and to perform his work with diligence and expedition.

2. The Consultant shall document his efforts in the form of Laboratory Notebooks, to which the Client will be granted full and complete access during the term of this Agreement. Upon completion, cancellation or expiration of this Agreement, said Laboratory Notebooks shall remain the sole property of and remain in the possession of the Consultant. The Consultant shall furnish the Client with notarized photocopies of said Laboratory Notebooks upon request.

3. The Consultant agrees that, with the exception of prior art used in the performance of his duties on behalf of the Client, all patent rights, copyrights, proprietary and production rights directly relating to products developed under the terms of this Agreement shall be assigned to and remain the sole property of the Client. The Consultant reserves the right to publish excerpts or descriptions of work performed under the terms of this Agreement, in technical journals or trade periodicals. However, should the Client so request, the Consultant agrees to delay publication of details relating to any circuit, system or product developed under the terms of this Agreement, for such time period as shall be mutually deemed sufficient to reasonably assure the Client a competitive edge in bringing the circuit, system or product to market.

4. The Client will pay to the Consultant a Consulting Fee of _____ US Dollars (\$ _____) per _____, for work performed under the terms of this Agreement, with payment to be remitted weekly. Work will commence upon receipt by the Consultant of an initial advance in the amount of \$ _____ US. Once the Scope of Work to be performed under this Contract is jointly identified and agreed upon, Consultant and Client may negotiate a weekly or monthly retainer, in consideration of which a lesser hourly rate may be agreed upon. The Client further agrees to reimburse the Consultant promptly for any reasonable expenses incurred by the Consultant in the performance of his assigned tasks, including, but not limited to, equipment rental or lease costs, travel costs, required books, computer software and laboratory supplies.

5. This Agreement becomes effective when signed by both the Client and the Consultant, and may be terminated by either party at any time, by written notification. Upon termination by either party, the Client will immediately pay to the Consultant all outstanding fees and expenses accrued to date.

SIGNED: For the Consultant

For the Client

by: H. Paul Shuch, Ph.D
title: Chief Engineer
date: _____

by: _____
title: _____
date: _____