



Algal Analysis Contract Agreement

This Agreement is made and entered into on: _____ by and between the Winooski Natural Resources Conservation District (Consultant) with its principal place of business located at 617 Comstock Road, Suite 1, Berlin, Vermont and the client: _____ with its principal place of business located at _____.

1. Engagement and Services

- (a) Engagement. The Client hereby engages the Consultant to provide and perform the services of algal analysis, and the Consultant hereby accepts the engagement.
- (b) Standard of Services. All Services to be provided by Consultant shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected. The Client shall provide such access to its information, property and personnel as may be reasonably required in order to permit the Consultant to perform the Services.
- (c) Tools, Instruments and Equipment. Consultant shall provide own tools, instruments and equipment and place of performing the Services, unless otherwise agreed between the Parties.

2. Consultancy Period

- (a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the termination of this Agreement.
- (b) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal obligations, rights and duties as shall have accrued prior to the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

- (a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay the Consultant a Consultancy fee of \$40 for each hour of Services provided to the Client.
- (b) Expenses. Consultant shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts unless an alternate agreement or arrangement has been made. These expenses would include mileage to site.
- (c) Payment. The Consultant shall submit to the Client an invoice detailing the Services performed and the amount due. All such invoices shall be due and payable within 30 calendar days after receipt thereof.



4. Work Product and License

(a) Ownership. Consultant agrees to assign and does hereby assign to Client all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Client. All Work Product shall be promptly communicated to Client.

5. Confidential Information

(a) Obligations of Non-Disclosure and Non-Use. Unless otherwise agreed to in advance and in writing by the Client, Consultant will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party.

(b) Return of Confidential Information. Upon the termination or expiration of this Agreement for any reason, Consultant will deliver to Client all of Client property or Confidential Information in tangible form that the Consultant may have in its possession or control. The Consultant may retain one copy of the Confidential Information in its legal files.

6. Independent Contractor

The Consultant agrees that all Services will be rendered by it as an independent contractor and that this Agreement does not create an employer-employee relationship between the Consultant and the Client. The Consultant shall have no right to receive any employee benefits provided by the Company to its employees.

7. Assignment

The Services to be performed by the Consultant hereunder are: _____

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of the Consultant

Winooski Natural Resources Conservation District

Signed for and on behalf of the Client

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____