



Independent Contractor Agreement

PROGRAM CONSULTANT For Educational Publishing Program

This agreement is made between Universal Write Publications, LLC (hereinafter referred to as UWP), whose address is P.O. Box 1432 – Valley Stream, NY 11582 and _____ (hereinafter referred to as Program Consultant), whose address is _____, and executed on _____, 2008 in the city of _____, State of _____, County of _____.

1. Scope. This agreement is intended to document the understanding of both parties as it relates to the implementation of the Educational Publishing Program developed by UWP to inspire and nurture the need to value literacy, reading and writing in the hearts and minds of students and to instill literary pride by making them published authors.

2. Term. This agreement will begin on the effective date and will remain in effect for a period of one (1) year and will automatically renew on the anniversary date for one year terms until terminated by either party. Either party may terminate this agreement upon 45 days written notice to the other party at the address set forth in the beginning of this agreement.

3. Services. Program Consultant will be responsible for coordinating the implementation of the Educational Publishing Program at the location assigned by UWP which include, but are not limited to, the following primary activities:

- (a). Review program handbook with organization's representative and provide clarification where necessary.
- (b). Discuss program status with organization's representative and resolve any challenges arising from the program implementation.
- (c). Facilitate program implementation according to UWP Publishing vision and requirement.

4. Compensation. Program Consultant will be compensated at a rate of \$50 per hour for up to 4 hours of time spent coordinating the implementation of the Educational



Publishing Program at assigned Client locations. Program Coordinator must meet with Client on a minimum of two (2) occasions and spend at least one (1) hour per meeting, maximum two hour meeting time.

5. Assignments. There is no minimum or maximum number of assignments or number of hours guaranteed to Program Consultant over and above what is noted in paragraph 4. It is imperative that Program Consultant be present at scheduled appointment time and location to meet with clients to discuss implementation of the Educational Publishing Program. If Program Consultant is late or not present at the appointment time and location, this could jeopardize the Educational Publishing Program at that location and could negatively impact future programs. This lack of professionalism will reflect poorly on UWP and could result in termination of this agreement.

6. Non-Compete. During the period that Program Consultant provides services to UWP, Program Consultant will be privy to and obtain information concerning UWP's services, products, sales information, marketing systems, customer lists and various plans for future operations (all such information being referred to as "Confidential Information")

(a). This confidential information will be disclosed for the purposes of enabling Program Consultant to engage in coordinating the implementation of the Educational Publishing Program at the assigned organization location.

(b). All information received by Program Coordinator from UWP and its representatives shall be presumed to be confidential information unless otherwise indicated, in writing, by UWP.

(c). In addition, any ideas, concepts, developed during the course of providing services to UWP and its clients are considered confidential information and will remain the sole property of UWP.

(d) Beginning on the date hereof and for a period of three (3) years after completion of Program Consultant's services to UWP, Program Coordinator will not use the confidential information other than to assist and facilitate the execution of Program Consultant's services to UWP.

7. Relationship. Program Consultant is NOT an employee of UWP and is an Independent Contractor. Nothing in this agreement, or any other agreement between UWP and Program Consultant, shall be construed to create the relationship of Employee and Employer between UWP and Program Consultant. Program consultant is totally responsible for any and all personal expenses incurred as independent Contractor to



UWP. Other than the compensation noted in paragraph 4 above, UWP is not liable to pay any other monies to Program Consultant.

UNIVERSAL WRITE PUBLICATIONS, LLC

INDEPENDENT CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____