

WEST COAST PUBLISHING CONSULTING AGREEMENT

Return to:

West Coast Publishing
7701 Fairway Ave. SE Unit 101
Snoqualmie WA 98065
jim@wcdebate.com

Your First and Last Name: _____
Your Street Address: _____
Your City, State, Zip: _____

1. Services

West Coast Publishing, a Washington non-profit educational corporation (the "**Company**"), wishes to engage your services as an independent contractor ("**Consultant**") to complete services (the "**Services**") of producing the following electronic documents for the Company:

Policy-CX files, LD files, Public Forum files, Judging ballots, or other research documents and essays as assigned and agreed upon via email to and from jim@wcdebate.com.

Work product is to be completed per the expectations noted at:
<http://www.wcdebate.com/wcworkers/wcworkers.htm>

Deadlines for these electronic documents are provided via email from jim@wcdebate.com to Consultant at the time work is assigned.

This letter will constitute an agreement between you and the Company and contains all the terms and conditions relating to the services you are to provide (this "**Agreement**").

You may not subcontract, assign or otherwise delegate your performance to any third party without the Company's prior written permission. Unless agreed to otherwise, you are not required to devote all of your energies exclusively for Company's benefit.

2. Independent Contractor Status

Nothing in this Agreement shall in any way be construed to constitute you as an agent, employee or representative of the Company. You will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the express prior authorization of the Company. Instead, your relationship with the Company will be that of an independent contractor performing the Services.

You will not be eligible for any employee benefits, nor will the Company make deductions from payments made to you for taxes. You acknowledge and agree that you are obligated to report as income all consideration that you receive under this Agreement, and you acknowledge and agree to all required payroll taxes, whether federal, state or local in nature, including, but not limited to, income taxes, social security taxes, federal unemployment compensation taxes, and any other fees, charges, licenses, or other payments required by law.

Nothing in this Agreement shall prevent you from seeking and holding any other position as a service provider whether as a contractor, employee or otherwise. However, you may not submit any electronic documents you submit to West Coast Publishing to any other person or entity nor publish, post, or make publically available those documents in any other venue, including in the event of the conclusion or the termination of my Relationship with the Company.

You shall determine the means by which you will accomplish the Services without supervision by Company except with respect to any timetable for such work. You will use best efforts to produce high quality work in a manner that is accurate and suitable for purposes set forth in Section 1.

3. Compensation

Consultant shall invoice Company upon completion of services as confirmed by Company at the following rates:

- \$4 per piece of quoted evidence, tagged and underlined
- \$18 per page for topic overview essay
- \$48 for one page pro and one page con NewsViews
- Received on time? 20% bonus
- Received one day late? 10% bonus

Completed research work must meet the expectations noted at: <http://www.wcdebate.com/wcworkers/wcworkers.htm>

- Judging services including ballot/comments is paid by rate; there is no on time bonus for judging.

Company reserves the right to adjust payment rates by emailing you with an explanation of the changed rates prior to your agreement to complete services.

ATTACHMENT A

WEST COAST PUBLISHING PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY AGREEMENT

As a condition of my independent contracting relationship with West Coast Publishing, a Washington corporation, and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of my independent contracting relationship with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following terms under this Proprietary Information and Intellectual Property Agreement (the "**Intellectual Property Agreement**"):

1. Confidential Information

Company Information. I agree at all times during the term of my independent contracting relationship with the Company (my "**Relationship with the Company**") and thereafter to hold in strictest confidence, and not to use except for the benefit of the Company or to disclose to any third party without written authorization of the President of the Company, James Hanson, any Confidential Information of the Company. I understand that "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, business plans, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my Relationship with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works), photographs, negatives, digital images, software, computer programs, ideas, developments, processes, formulas, designs, drawings, forecasts, strategies and marketing, finance or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation. Notwithstanding the foregoing, I further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

Other Employer Information. I agree that I will not, during my Relationship with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

Third Party Information. I recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

2. Intellectual Property

Assignment of Intellectual Property. I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest in and to any original works of authorship (including, without limitation, any copyrights and renewals or extensions thereto relating to the same, including, all rights to reproduce in copies, to prepare derivative works, and to distribute copies to the public by sale or other transfer of ownership), that I submit and invoice for payment to the Company. The Intellectual Property will be the sole and exclusive property of the Company. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) and submitted and invoiced for payment to the Company are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. To the extent that any Intellectual Property is not deemed to be work made for hire, then I will and hereby do assign all my right, title and interest in such Intellectual Property to the Company.

Copyright and Other Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Intellectual Property and any copyrights, trademarks, domain names or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto and the execution of all applications, specifications, oaths, assignments and other instruments that the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company and its successors, assigns and nominees the sole and exclusive right, title and interest in and to such Intellectual Property and any copyrights, trademarks, domain names or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Intellectual Property Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my assistance in perfecting the rights transferred in this Intellectual Property Agreement, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters copyright or other intellectual property registrations with the same legal force and effect as if executed by me. The designation and appointment of the Company and its duly authorized officers and agents as my agent and attorney in fact shall be deemed to be coupled with an interest and therefore irrevocable.

Protection of Company Documents. I agree that, at the time of leaving the service of the Company, I will not recreate or deliver to anyone else by any means any and all works submitted to and invoiced for payment to the Company without the written consent of the Company. In the event of the termination of my Relationship with the Company, I agree to sign and deliver the "**Termination Certificate**" attached hereto as **Appendix A**.

3. Notification of New Employer

In the event that I leave the service of the Company, I hereby grant consent to notification by the Company to my new employer or consulting client about my rights and obligations under this Intellectual Property Agreement.

4. Representations

I represent that my performance of all the terms of this Intellectual Property Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my Relationship with the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Intellectual Property Agreement.

5. Equitable Relief

The Company and I each agree that disputes relating to or arising out of a breach of the covenants contained in this Intellectual Property Agreement may cause the Company or me, as applicable, to suffer irreparable harm and to have no adequate remedy at law. In the event of any such breach or default by a party, or any threat of such breach or default, the other party will be entitled to injunctive relief, specific performance and other equitable relief. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and hereby consents to the issuance of such injunction and to the ordering of specific performance.

6. General Provisions

Governing Law; Consent to Personal Jurisdiction. This Intellectual Property Agreement will be governed by the laws of the State of Washington as they apply to contracts entered into and wholly to be performed within such State. I hereby expressly consent to the nonexclusive personal jurisdiction and venue of the state and federal courts located in the federal Western District of Washington for any lawsuit filed there by either party arising from or relating to this Intellectual Property Agreement.

Entire Agreement. This Intellectual Property Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Intellectual Property Agreement, or any waiver of any rights under this Intellectual Property Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties or compensation will not affect the validity or scope of this Intellectual Property Agreement.

Severability. If one or more of the provisions in this Intellectual Property Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

Successors and Assigns. This Intellectual Property Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Proprietary Information and Intellectual Property Agreement as of _____, 20____.

CONTRACTOR:

Signature (cannot be typed):

Name:

Address:

WITNESS (any person observing you sign this):

Signature (cannot be typed):

Name:

Address:

APPENDIX A

In the event your work with West Coast is ended.

COMPANY INC.

TERMINATION CERTIFICATE

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, domain names, customer data, registration certificates or other documents or property, or reproductions of any aforementioned items belonging to West Coast Publishing, a Washington corporation, and its subsidiaries, affiliates, successors or assigns (collectively, the "**Company**").

I further certify that I have complied with all the terms of the Company's Proprietary Information and Intellectual Property Agreement signed by me (the "**Intellectual Property Agreement**"), including that I will not recreate or deliver to anyone else by any means any and all works submitted to and invoiced for payment to the Company without the written consent of the Company.

I further agree that, in compliance with the Intellectual Property Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, methods, know-how, designs, formulas, developmental or experimental work, computer programs, databases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Date:

By: _____

Name: _____

Address: _____

Note: You sign this only if you are terminated from West Coast work.