

Consultant Agreements

Presented By:

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Agreement Terms

Parties :

Who are you working for?

Who hired you?

Who is paying?

Who makes decisions?

Scope of Work

- Defining Tasks
 - What are expectations?
- How do you keep flexibility?
 - Trust
 - Verify

Payment

- How do you get paid?
 - Cash
 - Period of Payment
 - Weekly, monthly, etc.
 - What happens if payments stop? Bankruptcy? ABC?
 - Full payment in Stock
 - Not allowed in California
 - Required to pay minimum wage
 - Vacation for full time
 - Regular breaks
 - Insurance

Restrictions on Future Work

- Non-Competes
 - To whom do you owe your loyalty?
 - What if it puts you out of work?
 - In California,
 - **MUST PAY FOR NONCOMPETE TO BE VALID**
 - **Therefore, you should have California law apply**

Ownership of Ideas

- IP: What are your Rights/Responsibilities
 - What do you own prior?
 - What is created, and who owns that?
 - Skills vs. IP
 - Concurrent Work

What is a Patent?

Must Distinguish

- **Patents** – Weapon to Exclude Others
- **Trade Secrets** – Require Preventative Measures
- **TMs** – Identifies Source of Goods
- **CRs** – Rights to Copy

Obligations Outside Scope

- Warranties
 - Need to Stand by any Guarantees, avoid traps
- Indemnifications
 - For IP
 - For other Liabilities
 - Working product
 - Component Design vs. Full Solution
 - PE [Professional Engineers, Licensed]

In Closing

- Be aware of how terms define relationship
- Don't take relationships for granted

THANK YOU!

Further Questions contact:

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