

# Consultant Agreements

Presented By:

**Dave Stevens**

Stevens Law Group, P.C.

1754 Technology Drive, Suite 226

San Jose, CA 95110

[www.stevenslawgroup.com](http://www.stevenslawgroup.com)

(408)288-7588 Direct

(408)288-7542 Fax

# 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:

Dave Stevens

Dave.stevens@stevenslawgroup.com

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