



Associate Consultant Agreement

Between CHIM Information Consulting Inc. (CHIM) and _____, hereafter referred to as the Consultant. (Associate Consultant Name)

CHIM agrees to, when deemed appropriate by the Associate Consulting Selection Committee, retain the services of the Consultant. This agreement includes the following parameters and expectation:

- CHIM will invoice the client (if applicable) for all services provided by the Consultant. The CHIM billing rate to the client will be determined on a project-by-project basis.
- The Consultant will invoice CHIM monthly for all consulting fees and agreed-upon expenses related to the services provided to the client, as determined and agreed to on a client-by-client basis. The fees will be determined based on the type and nature of the service provided and the length of the relationship with the client.
- CHIM will pay the Consultant's invoice(s) within 14 days of receipt of invoice.
- The Consultant acknowledges and agrees that the client is the client of CHIM and not of the Consultant. The Consultant further agrees not to accept, perform or provide services directly to the client without the expressed written consent of CHIM.
- The Consultant agrees to abide by the terms and conditions of any agreements reached between CHIM and the client.
- The Consultant agrees to sign a Pledge of Confidentiality and a Code of Ethics Agreement, stating that s/he will hold confidential all information about both the client, CHIM and any partners of CHIM.
- The Consultant hereby assigns and transfers to CHIM and any partners of CHIM the worldwide copyright and all other intellectual property rights in and to any material produced or developed for CHIM and/or any partners of CHIM in the performance of the services. The Consultant hereby waives, or will obtain the waiver of, as applicable, all moral rights in such material.
- Upon the completion of the services or termination of this Agreement by either party for any reason, the Consultant shall return to CHIM, promptly on request by CHIM, all information and other material supplied to the Consultant by CHIM and/or any partners of CHIM and all material prepared by the Consultant in the performance of the services.

This agreement may be terminated in writing at any time. The duties and obligations of this agreement will remain in force for any introductions made prior to the termination.

Signed this _____ day of _____, 20____.

By _____ and _____
(Associate Consultant Name) Gail Crook, CHE, CHIM
President, CHIM Information Consulting Inc.