



## INDEPENDENT CONSULTING AGREEMENT

This Agreement is made effective as of **April 25, 2011**, by and between **Liberty Superior Design, Inc.**, of PO Box 1309, Hamilton, Ohio 45012, and **Jay Sanford, Inc.**, of 2280 E Silver Palm Road, Boca Raton, FL 33432.

In this Agreement, the party who is contracting to receive services shall be referred to as "**Liberty Superior Design Inc. And Cybernetic Inc.**", and the party who will be providing the services shall be referred to as "**Jay Sanford**".

Jay Sanford has a background in Information Technology and is willing to provide services to **Liberty Superior Design Inc. And Cybernetic Inc.** based on this background.

**Liberty Superior Design Inc. And Cybernetic Inc.** desires to have services provided by Jay Sanford.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Beginning on April 25, 2011, Jay Sanford will provide the following services (collectively, the "Services"):
  - Provide Active Directory migration support
  - Assist with identifying necessary processes and procedures
  - Assist with documenting processes and procedures
  - Any other migration related activities deemed necessary
2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Jay Sanford shall be determined by **Liberty Superior Design Inc. And Cybernetic Inc.** **Liberty Superior Design Inc. And Cybernetic Inc.** will rely on Jay Sanford to work as many hours as may be reasonably necessary to fulfill Jay Sanford's obligations under this Agreement, however, any work that is expected to exceed 40 hours per week should be pre-approved by **Liberty Superior Design Inc. And Cybernetic Inc.**
3. **PAYMENT.** **Jay Sanford, Inc** will receive a fee for the Services based on **\$45.00 per hour**. This fee shall be payable monthly, no later than the second day of the month following the period during which the Services were performed for all invoices submitted and approved in writing. **Jay Sanford, Inc** fully and thoroughly understands that according to the provisions of the Internal Revenue Service Code, he/she is responsible for reporting all payments to the IRS and is therefore, fully responsible for the payment of any associated taxes to both the Federal and State Governments.
4. **EXPENSE REIMBURSEMENT.** Jay Sanford shall be entitled to reimbursement for the following "out-of-pocket" expenses:
  - Travel Expenses
    - i. Meals (excluding alcoholic beverages) totaling less than \$50.00 per day
    - ii. Airfare (Coach/Economy Only) – any necessary flights should be made with a 2 week lead time to avoid additional airline fees unless pre-approved



- iii. Rental Car – Intermediate or smaller
- iv. Lodging – A maximum of \$160.00 per day.

All expenses that fall into the above categories will require an itemized receipt in order to be approved for invoicing and/or payment.

5. **TERM/TERMINATION.** This Agreement shall be effective for a period of **100 hours** and shall automatically renew for successive terms of the same duration, unless either party provides 5 days written notice to the other party prior to the termination of the applicable initial term or renewal term. Although it is anticipated that this project continues through *July 2011*, **Jay Sanford, Inc** understands that it is impossible to specify the exact length of time involved in this project, and that the services required will be utilized in accordance with workload requirements and may be terminated at any time without notice or obligation.
6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that Jay Sanford is an independent contractor with respect to **Liberty Superior Design Inc. And Cybernetic Inc.**, and not an employee of **Liberty Superior Design Inc. And Cybernetic Inc.** **Liberty Superior Design Inc. And Cybernetic Inc.** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Jay Sanford.
7. **DISCLOSURE.** Jay Sanford is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of **Liberty Superior Design Inc. And Cybernetic Inc.** Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:
  - A product or product line of **Liberty Superior Design Inc. And Cybernetic Inc.**
  - Any activity that Jay Sanford may be involved with on behalf of **Liberty Superior Design Inc. And Cybernetic Inc.**
  - Any contact with Cybernetic outside of this agreement
8. **EMPLOYEES.** Jay Sanford's employees, if any, who perform services for **Liberty Superior Design Inc. And Cybernetic Inc.** under this Agreement shall also be bound by the provisions of this Agreement.
9. **INJURIES.** Jay Sanford acknowledges Jay Sanford's obligation to obtain appropriate insurance coverage for the benefit of Jay Sanford (and Jay Sanford's employees, if any). Jay Sanford waives any rights to recovery from **Liberty Superior Design Inc. And Cybernetic Inc.** for any injuries that Jay Sanford (and/or Jay Sanford's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Jay Sanford or Jay Sanford's employees.
10. **INDEMNIFICATION.** Jay Sanford agrees to indemnify and hold harmless **Liberty Superior Design Inc. And Cybernetic Inc.** from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **Liberty Superior Design Inc. And Cybernetic Inc.** that result from the acts or omissions of Jay Sanford, Jay Sanford's employees, if any, and Jay Sanford's agents.
11. **ASSIGNMENT.** Jay Sanford's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of **Liberty Superior Design Inc. And Cybernetic Inc.**



12. **INTELLECTUAL PROPERTY.** The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):
- a) *Consultant's Intellectual Property.* Jay Sanford does not personally hold any interest in any Intellectual Property.
  - b) *Development of Intellectual Property.* Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Jay Sanford (or Jay Sanford's employees, if any) during the term of this Agreement shall be the property of Liberty Superior. Jay Sanford shall sign all documents necessary to perfect the rights of **Liberty Superior Design Inc. And Cybernetic Inc.** in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Jay Sanford shall sign all documents necessary to assign the rights to such Intellectual Property to **Liberty Superior Design Inc. And Cybernetic Inc.**
13. **RETURN OF RECORDS.** Upon termination of this Agreement, Jay Sanford shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Jay Sanford's possession or under Jay Sanford's control and that are **Liberty Superior Design Inc. And Cybernetic Inc.**'s property or relate to **Liberty Superior Design Inc. And Cybernetic Inc.**'s business.
14. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for ***Liberty Superior Design, Inc:***

***Liberty Superior Design, Inc***  
Michael Rodgers  
Client Services Manager

M.Rodgers@LibertySuperior.com  
PO Box 1309  
Hamilton, Ohio 45012

IF for ***Jay Sanford, Inc:***

Jay Sanford  
Consultant

SouthBayITGuy@gmail.com  
2280 E Silver Palm Road  
Boca Raton, FL 33432

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above. Some notices can be initialized through email using the email



Liberty Superior Design, Inc.  
PO Box 1309 Hamilton, Ohio, 45012

addresses listed above, providing an acknowledgement from the recipient is received. Said email acknowledgements constitute receipt of notice(s).

15. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
16. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
18. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
19. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Ohio.

Party receiving services:

**Liberty Superior Design, Inc**

By: \_\_\_\_\_

Steve Phillips  
Director

Date: April 24, 2011

Party providing services:

**Jay Sanford, Inc**

By: \_\_\_\_\_

Jay Sanford  
Consultant

Date: \_\_\_\_\_