

Letter of Agreement

Between

Catherine Lawhun

And

_____, P.E.

In an effort to facilitate the transfer of knowledge from Subject Matter Experts in the Engineering Disciplines to Students of Engineering, those seeking Continuing Education Units and other interested audiences, Catherine Lawhun (herein after known as Agent) agrees to represent _____ (herein after known as Author) in his development and marketing of the following types of products: web-based courses, video courses, live presentations, technical papers, and related media (herein after known as work products).

Agent warrants to Author that she will maintain Author's interest in the highest integrity, that she will not resell the rights to any work products without the express written consent of Author and that she will attempt to position his work products with her contacts and clients to his best advantage provided that this would not constitute a conflict of interest for either party.

Author warrants that he will grant Agent exclusive marketing right for his work products that they develop jointly and that he will provide timely response to any requests made by her in order to meet deadlines of common benefit as far as is practical. Author authorizes Agent to act in his behalf regarding worldwide rights to his work products that they develop jointly, permitting her to solicit offers for the rights to the work products from various publishers and distribution platforms. In return for Agent's efforts, she will retain 15% of Author's earnings generated from his work products. Said retention to be durable and surviving any termination of this agreement for each work product developed jointly.

Agent is not an employee of Author but is authorized to act as Author's representative solely for the purposes described in paragraph one. Additional services, if required, would be negotiated under a separate agreement.

Either party can terminate this agreement at any time with 30 days written notice.

Catherine Lawhun, President
Many Waters Resource Network, Inc.
Inglis, FL 34449
Date:

Date: _____