



## **EXPERT WITNESS AGREEMENT**

**THIS AGREEMENT** is entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2\_\_\_, by and among the American Brush Manufacturers Association (“ABMA”) and its Member Companies who may, from time to time, subscribe hereto by executing a Participation Statement. (a “Participant” or the “Participants”). This Agreement shall be effective as to any Participant on the date the Participation Statement is received and accepted by ABMA.

**WHEREAS**, the ABMA is a voluntary trade association for the brush industry with various members from throughout North America; and

**WHEREAS**, power brush companies of the industrial and maintenance division of the ABMA experience liability claims which are unique to the power brush segment of the industry; and

**WHEREAS**, a number of said companies employ persons with significant expertise in various aspects of the power brush manufacturing business who would be qualified to give expert opinions or to act as an expert witness in the defense of liability claims; and

**WHEREAS**, certain of the Member Companies (the Participants) desire to share and coordinate the availability of such expert resources through a central clearing house managed by the ABMA on the terms and conditions contained herein;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations of the parties hereto, it is agreed as follows:

1. The Participants agree to disclose the name, qualifications and contact information of employees or consultants of any individual Participant who could qualify as an expert witness to the Executive Director of the ABMA.

2. The Executive Director of the ABMA shall maintain said list and shall disclose the names thereon in accordance with the terms hereof.

3. In the event of a claim, suit, arbitration or other legal proceeding brought against a Participant, the Executive Director is authorized, upon written request from such Participant, to disclose the expert witness list and area of expertise of those persons listed thereon to such requesting Participant.

4. In the event a Participant desires to retain the services of any expert on the list, such Participant shall notify the Executive Director, who will contact the expert. In the event the listed expert agrees to accept the assignment, he or she will be placed in contact with the requesting Participant.

5. Services to be provided by any expert may include consultation, testing, supervision of testing, consultation as a non-testifying expert, or consultation as a testifying expert.

6. Time records shall be kept by the expert and submitted monthly to the Executive Director, who shall bill the requesting Participant. Payments shall become immediately due upon receipt. Upon receipt of payment for said invoice, the ABMA shall remit said amount to the expert. All Participants agree that the ABMA shall have no independent liability for the payment of any fees and is acting solely as an intermediary. Timely payment of these fees is a mandatory requirement under the by-laws of ABMA in order to maintain Active Member status.

7. By supplying the name of any expert, a Participant agrees that it will reasonably cooperate with the requesting Participant in making the services of such expert available for both consultation and testimony, whether by way of deposition, trial, arbitration or otherwise.

8. Fees for experts shall be as established by the Safety and Standards Committee of the ABMA. Initially, the fees shall be as follows:

a) \$500.00 per day, plus expenses for testimony, whether in court or arbitration proceedings;

b) \$100.00 per hour for consultation, preparation or deposition time.

9. Each requesting Participant agrees that for a period of two years after the disclosure to such requesting Participant of the name of any expert, it will not attempt to hire such expert without the prior consent of the employing Participant.

10. In the rendering of any services contemplated hereunder, each Participant agrees and acknowledges that it will not seek, and any expert will not disclose, any confidential or proprietary information which such expert has received from his or her employer. In addition, any requesting Participant may require any expert to sign a confidentiality or non-disclosure agreement for any confidential or proprietary information disclosed by such requesting Participant to any expert. For purposes of this Agreement, confidential or proprietary information includes, but is not limited to, plans, drawings, designs, specifications, trade secrets, manufacturing techniques, and financial, pricing, sales and cost information. Confidential or proprietary information does not include, however, information which is now or hereafter becomes generally available to the public and is in the public domain without breach of an obligation hereunder, or was in the possession or available to the non-disclosing party, its employees or representatives, on a non-confidential basis prior to its disclosure, or becomes available to the non-disclosing party on a non-confidential basis from sources other than a party bound by the terms hereof.

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PARTICIPATION STATEMENT PAGE TO FOLLOW]

**PARTICIPATION STATEMENT**

The Undersigned, \_\_\_\_\_, a Member Company of the ABMA, desires to subscribe to the Expert Witness Agreement of the ABMA, and by the execution and delivery of this Participation Statement, does so subscribe as a Participant and agrees to all of the terms, conditions and obligations thereof.

Dated this \_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
It's authorized representative

Accepted by American Brush  
Manufacturers Association

By: \_\_\_\_\_  
Executive Director

\_\_\_\_\_, 2\_\_