**CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT (the "Agreement"), made this 13th day of \_\_\_\_\_\_March, 2020, is entered into by Charles River Laboratories, Inc., with its principal place of business at 251 Ballardvale Street, Wilmington, Massachusetts 01887 (the "Company"), and Danlin Shen, an individual residing at 21 Overlook Ridge Ter, Unit 133, Revere MA 02151 (the "Consultant").

The Company desires to retain the services of the Consultant and the Consultant desires to perform certain services for the Company. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Consultant agrees to perform such consulting, advisory and related services to and for the Company as may be reasonably requested from time to time by the Company, including, but not limited to, providing technical/coding services at the Company’s Boston facility (the “Services”). Unless otherwise agreed by the Company, the Consultant will devote to providing such Services no less than an average of 10 hours per week during the Consulting Period provided that both parties agree that the Consultant shall determine his or her work schedule.

2. Term. This Agreement shall have an effective date of March 13th, 2020 (the “Effective Date”) and shall continue through the period ending August 1st, 2020 (such period being referred to as the “Consulting Period”), unless sooner terminated in accordance with the terms hereof.

3. Compensation.

3.1 Consulting Fees. During the Consulting Period, the Company shall pay to the Consultant consulting fees of $30 for per hour for the Services (the “Consulting Fee”). The Consultant shall submit to the Company monthly statements, in a form satisfactory to the Company, showing the amount of hourly Services actually performed for the Company in the previous month. The Company shall pay to the Consultant all undisputed invoices within 45 days after receipt of a monthly statement.

3.2 Reimbursement of Expenses. The Company shall reimburse the Consultant for all reasonable expenses incurred or paid by the Consultant in connection with, or related to, the performance of the Services. The Consultant shall submit to the Company itemized monthly statements, in a form satisfactory to the company, of such expenses incurred in the previous month. The Company shall pay to the Consultant amounts shown on each such statement within 45 days after receipt thereof. Notwithstanding the foregoing, the Consultant shall not incur total expenses in excess of $0 per month without the prior written approval of the Company.

3.3 Exclusion of Benefits. The Consultant shall not be entitled to any Company-provided benefits, coverages or privileges, including without limitation, social security, unemployment, medical or pension payments, made available to employees of the Company.

4. Termination.

4.1 This Agreement shall automatically terminate upon the occurrence of any of the following events:

(i) the Consultant’s death;

(ii) any fraud, dishonesty, willful malfeasance, gross negligence or misconduct on the part of the Consultant in connection with his or her performance of the Services;

(iii) the conviction of the Consultant of, or the entry of a pleading of guilty by the Consultant to, any crime involving moral turpitude or any felony;

(iv) the disability of the Consultant which renders the Consultant unable to perform the Services and which continues for a period of 30 days, whether or not consecutive, during a one year period;

1. the commission of an act of disparagement by the Consultant;
2. effective upon written notice to the Consultant, in the event the Consultant breaches or threatens to breach any provision of Sections 6, 7, 8 or 9.2 hereof; or
3. pursuant to Section 9.2.

4.2 The Company may, without prejudice to any right or remedy it may have, terminate the Consulting Period with or without cause upon 30 days’ prior written notice to the Consultant.

4.3 In the event of termination of this Agreement and/or the Consulting Period for any reason other than the Consultant’s failure to perform the Services in a manner acceptable to the Company, the Consultant (or, if applicable, his or her estate) shall be entitled to payment for Services performed and expenses paid or incurred prior to the effective date of termination. Such payments shall constitute full settlement of any and all claims of the Consultant of every description against the Company.

5. Cooperation. The Company shall provide such access to its information and property as may be reasonably required in order to permit the Consultant to perform his or her obligations hereunder. The Consultant shall cooperate with the Company’s personnel, shall not interfere with the conduct of the Company’s business and shall observe all rules, regulations and security requirements of the Company.

6. Covenant Against Competition. Consultant acknowledges that his/her talents and services are of a special, unique, unusual and extraordinary character and are of particular and peculiar benefit and importance to the Company. Consultant further acknowledges that the Company will rely on Consultant to conduct and engage in confidential work for the Company.

6.1 In order for the Company to protect its interests against the competitive use of any confidential information, knowledge or relationships concerning the Company and its business to which Consultant will have access by virtue of the special nature of his/her relationship with the Company and his/her involvement in its affairs, and in consideration of the payments made to Consultant hereunder and the agreements of the parties herein, Consultant agrees that, for so long as this Agreement is in effect and for a period of one year from the date of termination of the Consulting Period (whether initiated by Company or Consultant and whether with or without cause) (the “Restriction Period”), Consultant will not anywhere in the United States, without the express prior written consent of Company, either directly or indirectly for himself/herself or for any other person, whether as a principal, agent or employee, owner, partner, director, shareholder or independent consultant or through any corporation, partnership, or other entity (including without limitation, a sole proprietorship):

(a) directly or indirectly, own, manage, operate, finance, join, control or participate in the ownership, management, operation, financing or control of, or be connected as an officer, director, employee, partner, principal, agent, representative, consultant or otherwise with, or use or permit his/her name to be used in connection with, any business or enterprise engaged in a business competitive with any business of the Company for which the Consultant provided Services or received confidential or proprietary information; or

(b) solicit any business from or interfere with the Company’s relationship with any customer of the Company, or seek to cause any such customers to refrain from doing business with or patronizing the Company. A customer of the Company shall include any person or entity which, as of the date of the termination of the Consulting Period or during the twelve (12) months prior to such event, (i) the Company sold goods or services, (ii) the Company had submitted a written proposal for a specific requirement, or (iii) for whom the Company had work in progress.

6.2 During the Restriction Period, Consultant shall not solicit or hire, attempt to solicit or hire, assist another in the solicitation or hiring, or offer consulting or other non-employee arrangements to, any employee of the Company either for his/her own business or for any other person or entity.

6.3 Consultant acknowledges and agrees that the restrictions in this paragraph are necessary and reasonable to protect the Company’s confidential information and trade secrets, which are essential to the Company’s business.

6.4 In the event the provisions of this Section 6 should ever be deemed to exceed the time or geographic limitations or any other limitation permitted by applicable law in any jurisdiction, they shall be deemed reformed in that jurisdiction to the maximum extent permitted by applicable law.

6.5 The Consultant specifically acknowledges and agrees that the provisions of this Section 6 are reasonable and necessary to protect the legitimate interests of the Company; that any violation of the provisions of this Section 6 are likely to result in irreparable injury to the Company, that the remedy at law for any breach of this Section will be inadequate, and that, in the event of any breach, the Company, in addition to any other relief available to it, shall be entitled to temporary or permanent injunctive relief without the necessity of proving actual damages.

7. Confidential Information. The Consultant will hold in strict confidence and will not use or disclose, except as set forth herein, any confidential or proprietary information of the Company or any customer of the Company. Confidential or proprietary information shall not include any information which becomes generally known or available to the public other than as a result of a disclosure by the Consultant. The Consultant may disclose any such information to any or all employees, directors, officers, advisors or representatives of the Company, as the Consultant deems necessary or appropriate.

8. Inventions. While not contemplated by this Agreement, any Invention (as hereinafter defined) will be the property of the Company and, to the extent permitted by law, shall be considered works-made- for-hire. Without further compensation, Consultant agrees promptly to disclose to the Company, and assigns and agrees to assign to the Company or its designee, his/her entire right, title, and interest in and to all Inventions (as hereinafter defined) which Consultant may solely or jointly develop or reduce to practice during the Consulting Period and for two years thereafter which pertain to any line of business activity of the Company, (b) which are aided by the use of time, material or facilities of the Company, whether or not during working hours, or (c) which relate to any of Consultant’s work during the Consulting Period. During or after the Consulting Period, upon the Company’s request and at the Company’s expense, Consultant will execute all papers in a timely manner and do all acts necessary to apply for, secure, maintain or enforce patents, copyrights and any other legal rights in the United States and foreign countries in Inventions assigned to the Company under this Agreement, and Consultant will execute all papers and do any and all acts necessary to assign and transfer to the Company, his/her entire right, title and interest in and to such Inventions. This obligation shall survive the termination of the Consulting Period. Consultant irrevocably designates and appoints the Company and its duly authorized officers and agents as its agents and attorneys-in-fact to act for and on his/her behalf only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by Consultant. “Inventions” means all discoveries, developments, designs, improvements, inventions, products, processes, procedures, techniques, formulae, computer programs, information and/or works of authorship, whether or not patentable, copyrightable or otherwise legally protectable as a trade secret or otherwise. This includes, but is not limited to, any new machine, article of manufacture, biological material, method, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon.

9. Warranties and Acknowledgements.

9.1 Debarment. If applicable, Consultant warrants and certifies that s/he has not been debarred under Section 306 of the Federal Food, Drug and Cosmetic Act and will notify Company immediately upon commencement of any debarment investigation or proceeding against Consultant.

9.2 Performance of Services. Consultant warrants that the Services will be performed in accordance with all applicable laws and in a professional and workmanlike manner and that Consultant has the required skills and experience to perform the Services.

9.3 Background/Drug Screening. Consultant acknowledges and agrees that access to the Company’s facilities requires the Consultant and/or its employees and/or representatives to undergo and successfully complete the Company’s routine background checking, and at the Company’s discretion drug screening or, at the Company’s election, background checks and drug screening that has been conducted recently by a third party that is acceptable to the Company. The failure to undergo or successfully complete such procedures will be considered a material breach of this Agreement by Consultant entitling the Company to terminate this Agreement immediately upon notice to Consultant and to terminate Consultant’s access to Company facilities.

9.4 Return of Company Property. Consultant understands his or her obligation to, and agrees that he or she will, return all Company property and equipment in his or possession or control on the date the Consulting Period expires or is terminated or as soon thereafter as is practicable. Company property and equipment includes, but is not limited to: all Company computer(s) and accessories, pager(s), cellular phone(s), entry cards, identification and/or security badges, keys, customer information, customer lists, employee lists, correspondence, proposals, reports, files, notes, contracts, drawings, records, business plans, financial information, specifications, computer-recorded information, software, tangible property, credit cards, calling cards, corporate credit cards, and all other materials of any kind which contain or embody any proprietary or confidential material of the Company (and all reproductions thereof). Consultant also agrees to leave intact all electronic Company documents, including without limitation those which you developed or helped develop during the Consulting Period Consultant further agrees to cancel all accounts for Consultant’s benefit (if any) in the Company’s name including, but not limited to credit cards, telephone charge cards, cellular phone accounts, pager accounts and computer accounts.

9.5 Anti-Bribery Compliance.

9.5.1 Consultant hereby represents and warrants that he or she will comply, at all times, with all applicable laws in connection with activities related to this Agreement, including but not limited to (i) the United States Foreign Corrupt Practices Act of 1977 (the “FCPA”); (ii) the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (1999), and (iii) rules and regulations with respect to lobbying and gifts to government officials. If requested by the Company, Consultant agrees to deliver to the Company a completed Certification of Compliance.

9.5.2. Consultant further represents that he or she understands that the FCPA makes it unlawful to offer, pay, promise or authorize to pay any money, gift or anything of value, including but not limited to bribes, entertainment, kickbacks or any benefit, directly or indirectly, (i) to any foreign official or any foreign political party or (ii) to any person while knowing or suspecting that the payment or gift will be passed on to a foreign official, in connection with any business activity of the Company.  For purposes of this Agreement, a  "foreign official" means any employee or officer of a government of a foreign country (i.e., a country other than the U.S.A.), including any federal, regional or local department, agency, enterprise owned or controlled by the foreign government, any official of a foreign political party, any official or employee of a public international organization, any person acting in an official capacity for, or on behalf of, such entities, and any candidate for foreign political office.

9.5.3 Consultant further represents and covenants that he or she has not, and that he or she will not, in connection with the Services to be provided pursuant to this Agreement, make, receive, promise or offer to make or receive, any payment or transfer of anything of value, directly or indirectly, to or from any foreign official if such payment or transfer would violate the laws of United States, the FCPA or other laws of the United States.  Without limiting the foregoing, Consultant will not offer, give or promise, or authorize any offer, gift or promise of any money or other thing of value to or for the benefit of any foreign official for purposes of: (i) influencing any act or decision of such foreign official in his, her or its official capacity; (ii) inducing such foreign official to do or omit to do any act in violation of the lawful duty of such foreign official; or (iii) inducing such foreign official to use his, her or its influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, to assist the Company in obtaining or retaining business for or with, or directing business to any person.

10. Indemnification. Consultant shall indemnify the Company against and shall hold it harmless from any claim, loss, damage and expense including reasonable attorneys’ fees, arising out of Consultant’s breach or alleged breach of any of the warranties contained herein and/or arising out of the Services performed and carried out pursuant to this Agreement.

11. No Conflicting Agreements. Consultant represents and warrants that as of the Effective Date of this Agreement, Consultant has no conflicting third party agreements and Consultant will not enter into any third party agreements that would prevent or interfere with Consultant’s performance of his or her obligations hereunder.

12. Independent Contractor Status. The Consultant shall perform all Services as an "independent contractor" and not as an employee or agent of the Company. The Consultant is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the Company or to bind the Company in any manner. The Company will not withhold any monies from the Consulting Fee including, without limitation, employee payroll taxes such as income and social security. The Consultant acknowledges that s/he is solely responsible for paying any and all taxes which accrue as a result of this Agreement.

This Agreement shall not be construed to create any association, partnership, joint venture, employee or agency relationship between the Consultant and the Company for any purpose. The Consultant have no authority (and shall not hold itself out as having authority) to bind the Company and the Consultant shall not make any agreements or representations on the Company’s behalf without the Company’s prior written consent.

The Consultant will not be eligible under this Agreement to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by the Company to its employees, and the Company will not withhold any monies from the Consulting Fee, including the withholding or paying of any income, payroll, Social Security or other federal, state or local taxes, or making any insurance contributions, including unemployment or disability, or obtaining worker's compensation insurance on your behalf. The Consultant shall be responsible for, and shall indemnify the Company against, all such taxes or contributions, including penalties and interest, which accrue as a result of this Agreement. Any persons employed by Consultant in connection with the performance of the Services shall be the employees of Consultant and Consultant shall be fully responsible for them.

13. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon deposit in the United States Post Office, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other in accordance this Section 13.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Consultant.

15. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts (regardless of its or any other jurisdiction's choice of law rules).

16. Successors and Assigns. The obligations of the Consultant hereunder are personal and shall not be assigned by him or her. However, the Company may assign its rights and obligations under this Agreement.

17. Miscellaneous.

17.1 No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

17.2 In the event that any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

**[remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

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| **CHARLES RIVER LABORATORIES, INC.** |  | **CONSULTANT** |
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| By: |  |  |
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| Print Name and Title:  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Print Name:  Date: |
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