**INDEPENDENT CONTRACTOR WORK FOR HIRE AGREEMENT**

This Independent Contract Work For Hire Agreement (“Agreement”) has been adopted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”) (collectively Parties).

RECITALS

1. Contractor provides the following services \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Services”).

1. The Company desires to engage Contractor to perform said Services the following mutually agreed on terms and conditions.

For good and valuable consideration, the adequacy and sufficiency of which is acknowledged, the Parties agree as follows:

1. **Contractor Services.**
	1. Unless otherwise noted, as of the Effective Date of this Agreement, Company shall retain Contractor and Contractor shall provide Company with the Services.
2. **Compensation**
	1. The work performed by Contractor shall be performed at the rate set forth below, and not exceed the total estimated amount specified below:

Hourly work: $XXX / per hour;

[Other payment terms]

* 1. Contractor shall submit monthly reports of hours worked and Company shall remit payment within 14 days of receipt of Contractor’s report. Contractor reserves the right to review the hours performed in connection with the requested Services to determine a reasonable amount of expended time.
	2. Company shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to Contractor.
1. **Independent Contractor Status.**
	1. Contractor is an independent contractor of Company. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Contractor shall have no authority to act as agent for, or on behalf of, Company, or to represent Company, or bind Company in any manner. Contractor shall not be entitled to worker’s compensation, retirement, insurance or other benefits afforded to employees of Company.
2. **Confidential Information.**
	1. During the term of this Agreement and thereafter, Contractor shall not use or disclose any of the Company’s Confidential Information. As used in this Agreement, the term “Confidential Information” shall mean all technical, operational, and economic information relating to the Services performed or the business of the Company, its subsidiaries or affiliates, that is designated or treated as confidential by the Company, including, without limitation, all technical, or nontechnical data, formulas, compilations, programs, devices, methods, techniques, processes, financial data, financial plans, product plans, keyword lists, lists of actual and potential customers or suppliers, marketing and sales strategy, pricing information, research and development plans, and acquisition and/or expansion plans.
	2. Confidential Information does not include:
		1. any information that is now part of the public domain or that hereafter becomes part of the public domain through no fault of Contractor;
		2. any information that was in Contractor’s possession before the time of receipt from the Company and was not previously disclosed to Contractor by the Company under any other obligations of confidentiality;
		3. any information that subsequently comes into Contractor’s possession and was not acquired by Contractor directly or indirectly from the Company, sources under obligation of secrecy to the Company, or sources that require Contractor to hold in confidence; or
		4. any information that was independently developed by Contractor without the knowledge of the Company’s Confidential Information as may be demonstrated by Contractor’s written record.
	3. Confidential Information, and all other records, files, documents, and other materials or copies thereof relating to the Services performed or Company’s business or any of its affiliates that Contractor uses or prepares will always be the sole property of the Company. Contractor shall, on the Company’s request, return all originals and all copies of all Confidential Information, and all other records, files, and documents, and other materials of the Company. This this paragraph shall survive termination of this Agreement.
3. **Intellectual Property**
	1. **Work Product**. During the course of performing the Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work product, or achieve other results for Company in connection with the Services it performs for Company.
	2. **Ownership**. Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/or Company in connection with such Services (hereinafter referred to collectively as the “Work Product”) shall, to the extent permitted by law, be a “work made for hire” within the definition of Section 101 of the Copyright Act (17 U.S.C. 101), and shall remain the sole and exclusive property of Company.
	3. **Assignment of Interest**. To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to Company all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.
	4. **Moral Rights**. Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.
	5. **Assistance**. Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of Company’s rights in the Work Product.
	6. **Return of Property**. Upon the termination of this Agreement, Contractor agrees to deliver promptly to Company all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof.
	7. **Attribution.** Contractor understands and agrees that Company will be referenced as the creator of all Services under this Agreement. Contractor understands and agrees that his performance of Services under this Agreement will remain confidential without the prior written consent of the Company.
4. **Term**.
	1. This Agreement shall commence on Effective Date as defined below and shall continue for the duration of Services unless earlier terminated in accordance with this Agreement.
5. **Termination**.
	1. This Agreement may be terminated by the Company at any time for any reason, with or without cause. The Company will pay Contractor for all Services performed by Contractor through the date of termination.
6. **Mutual Warranties.**
	1. Each Party represents and warrants that it has the full right, power, legal capacity and authority to enter into, and fully perform, under this Agreement and that its performance hereunder will fully comply with all applicable laws, rules, and regulations. Any agency executing this Agreement on behalf of its client represents and warrants that it has the authority to bind its client to the terms stated herein and remains jointly and severally liable for all obligations under this Agreement. Contractors agrees to indemnify and hold harmless Company and its agents from any and all losses incurred as a result of Contractor’s breach of the foregoing two sentences.
7. **Assignment**.
	1. Contractor may not assign, in whole or in part, any rights, obligations, or duties created by or under this Agreement. Company may assign its rights, obligations, or duties under this Agreement at any time upon written notice to Contractor, including in a sale or transfer of all or substantially all of Company’s assets, in a sale or transfer of Company’s accounts, or in a merger of Company with another company. Should Company assign its rights, obligations, or duties under this Agreement, Company’s rights, obligations, or duties under this Agreement will be binding on, and shall inure to the benefit of, its successor or assign.
8. **Notices**.
	1. Any notice or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; (c) by email to XXX for Company and XXX for Contractor; or (d) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid to the address above.
9. **Binding**.
	1. This Agreement shall be binding on and inure to the benefit of each of the parties, their respective heirs, legal representatives, successors, and assigns.
10. **Survival**.
	1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, and if the rights or obligations of either party under this Agreement will not be materially and adversely affected, (i) said provision will be fully severable; (ii) this Agreement will be construed and enforced as if said provision had never comprised a part of this Agreement; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the severance of any provision; and (iv) there will be added a legal, valid, and enforceable provision as similar in terms to said provision as may be possible in lieu of said provision.
11. **Choice of Laws**.
	1. This Agreement will be governed by, and construed in accordance with, the laws of the State of [State], without giving effect to principles of conflict of laws. Jurisdiction, venue, and choice of law with respect to all matters between the parties relating to this Agreement will lie exclusively with the state and federal courts of [City], [State]. The parties hereby consent to the exclusive personal and subject matter jurisdiction of the state and federal courts of [City], [State].
12. **Waiver**.
	1. The waiver by either party of a breach of or a default under any provision of this Agreement, must be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.
13. **Force Majeure**.
	1. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, Internet or other network “brownouts” or failures, power failures, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance. To the extent that a force majeure has continued for ten (10) business days, either party may terminate the Agreement, excluding payment obligations, without penalty.
14. **Section Headings**.
	1. All section headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
15. **Counterparts**.
	1. This Agreement may be executed in counterparts, with the same effect as if the parties had signed the same document. Signed counterparts of this Agreement transmitted via email, fax, or electronically are equivalent to a signed original of this Agreement.
16. **Integration**.
	1. This Agreement, including any exhibit(s), addendum (addenda) or rider(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (i) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter, and (ii) all past courses of dealing and industry custom. No amendment or modification
17. **Modification**.
	1. No amendment or modification of any provision of this Agreement, exhibit, addendum or rider shall be effective unless in writing and signed by a duly authorized representative of each party.
18. **Effective Date**.
	1. The Effective Date of this Agreement is the date it is signed by Company and Contractor, whichever is later, but both are required.
19. **Understanding and Agreement**.
	1. The Parties had sufficient time and ability to be represented by legal counsel in connection with signing this Agreement, have read and understand the Agreement, and are signing this Agreement out of their own free will and volition.

IN WITNESS WHEREOF, the Company and the Contractor have each executed and delivered this Agreement as of the Effective Date below.

COMPANY CONTRACTOR

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| --- | --- |
| /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By: Its:  | /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_By:  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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