

Independent Contractor Agreement

This is an Independent Contractor Agreement (“Agreement”) dated as of _____, 20____ between [Client], a California nonprofit corporation (“Client,” “we,” or “us”), and _____, a _____ (“Contractor” or “you”).

Background

We are a nonprofit that _____. We understand that you are an independently-established business that serves multiple clients. We’ve asked you to provide services to us on the basis set out in this Agreement.

1. Services and Fees

1.1 Services

You’ll carry out services (“Services”) as described in the Statement of Work (“SOW”) attached as **Exhibit A**.

1.2 Fees

We’ll pay you as set out in the SOW. You’ll submit invoices to us, include in each invoice sufficient information to support the invoiced work, and provide other such data we may request. Unless otherwise provided in the SOW, we’ll pay invoices within 30 days of receipt. The fees specified in the SOW will be your sole compensation for the Services. Upon our request, you’ll give us a signed Form W-9.

1.3 Expenses

The SOW addresses responsibility for expenses you incur in delivering Services.

1.4 Scope Changes

If either party believes the SOW should be adjusted in any respect, it will so advise the other of the proposed change. Client and Contractor will discuss the proposed adjustment and, if agreed, confirm and document it in the form provided as **Exhibit B**. We will not be responsible for additional fees except as set out in the modified SOW.

2. Contractor Activities

2.1 Contractor Control

You’ll carry out and complete the Services in a timely manner consistent with due care, applicable law, professional standards, and this Agreement. You’ll have sole control, discretion, and responsibility for the manner of performing the Services, including the planning, method, means, sequencing, time, and place of the work, except for our general oversight over the results. You’ll provide your own equipment and materials and obtain our consent before subcontracting any part of the Services.

2.2 Access to Systems, Materials, and Facilities

We may provide you with access to our systems, materials, and facilities as needed for performing Services. In that case, and unless otherwise agreed given the nature of the Services, you’ll comply with our security, facility, system use, and other protocols and policies.

2.3 Conduct

We’re committed to providing our students, faculty, staff, community partners, and audiences with a safe environment, free of harassment and discrimination based on sex, sexual orientation, gender identity, gender performance, race, ethnicity, nationality, religion, class, age, or ability. We will not tolerate inappropriate interactions with youth, harassment, threatening behavior, bullying, denigrating language, or violence of any kind. You acknowledge that any such conduct by you or your collaborators or subcontractors may result in immediate termination of this Agreement.

2.4 Ownership of Work Product

You and we intend that Client will have full and exclusive rights to any and all work product created by you or provided to us under this Agreement (collectively, "Work Product"). Accordingly, you (a) assign to us all rights, title, and interest in the Work Product; (b) grant to us an irrevocable, exclusive, royalty-free, and perpetual license to any rights in the Work Product that cannot be assigned to us; and (c) waive enforcement of any rights (including, without limitation, artist's rights or moral rights) in the Work Product that cannot be assigned or licensed to us.

2.5 No Infringement; No Conflicts

You confirm, represent, and warrant to us that the Work Product will be original to you and does not and will not infringe, misappropriate, or otherwise violate the copyright, right of privacy, right of publicity, trademark, trade secret, patent, or other intellectual property or other rights of any third party.

2.6 Third-Party Proprietary Information

In carrying out Services, you will not use or disclose information, trade secrets, know-how, or property of any former employer or other third party in violation of any agreements with such employer or party, or otherwise in violation of applicable law.

2.7 No Obligation to Use

We're under no obligation to use any Work Product in any manner. We'll have fully discharged our obligations through our payments to you as provided in Section 1.2.

2.8 Confidentiality

You may have access to strategic, program, donor, or other information that we consider confidential and proprietary. You'll use all information we make available to you only in connection with your activities under this Agreement and will keep it confidential. For clarity, confidential information does not include information that is generally available to the public, information already known by the receiving party before receiving such information, or information independently developed. We will retain ownership of all confidential information provided to you under this Agreement.

2.9 Publicity

You're free to identify us as a client or customer, but you may not use our logo, trademarks, or excerpts from or descriptions of the Work Product without our prior written consent.

3. Relationship

3.1 Contractor Relationship

You are and will be an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between you and us for any purpose. This Agreement is not an exclusive or full-time arrangement. You hold yourself out to and provide similar services to other clients. You and we are free to do business with others.

3.2 No Entitlement to Employee Benefits or Workers Compensation

Neither you nor any of your staff will be entitled to or eligible for any benefits that we make available to our employees, including, without limitation, coverage under any of our medical, dental, liability, automobile, or other insurance policies. You waive, prospectively and retrospectively, any rights or claims to those benefits.

3.3 Taxes and Contributions

You'll have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority, and for paying all disability, unemployment insurance, workers' compensation contributions, and any other contributions and expenses that may be required in connection with your performance of the Services and receipt of fees under this Agreement. We will not withhold income, social security, or Medicare

taxes, make unemployment or disability insurance contributions, or obtain workers' compensation or other insurance for you.

4. Insurance, Indemnification, and Remedies

4.1 Contractor Insurance

You'll maintain such insurance as may be specified in the SOW. Our property, casualty, liability, health, workers' compensation, and other insurance does not cover you, your property, or your activities. We do not and will not obtain or provide insurance coverage of any kind for you.

4.2 Indemnification

You'll defend, indemnify, and hold harmless Client, its directors, officers, employees, agents and assigns (collectively, "Client Parties"), from and against all claims, liabilities, losses, damages, and expenses, including, without limitation, attorneys' fees, which arise from your activities under this Agreement.

4.3 Limitation of Liability

No Client Party will be liable to you for any incidental, special, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement. Our total liability to you under this Agreement will in no case exceed the fees payable by us to you under this Agreement.

4.4 Force Majeure

Neither you nor Client will be liable to the other for any failure or delay in performance due to any natural disaster, government order, pandemic or other health threat, civic unrest, or other similar event beyond its reasonable control. Should such an event occur, the affected party will give prompt written notice of such event to the other party, and will use reasonable efforts to work around the situation and resume performance as soon as reasonably possible.

4.5 Injunctive Relief

You acknowledge and agree that any breach by you of your obligations under Sections 2.4, 2.8 or 2.9 will result in irreparable harm to us which cannot be reasonably or adequately compensated in damages and, as such, we will be entitled to injunctive or other equitable relief in respect of such breach or imminent breach.

5. Termination

5.1 Termination upon Notice

Client may terminate this Agreement at any time by giving written notice of termination to you. Such a termination will be effective 14 days after delivery of such notice.

5.2 Termination for Breach

Either party may terminate this Agreement upon a material breach by the other. Such a termination will be effective 5 days after delivery of a written notice to that effect.

5.3 Consequences of Termination

If this Agreement is terminated, then you'll be entitled only to compensation for Services performed through the effective date of termination. We will not be liable for any further payment. You'll also return any advances or other amounts previously paid by us, if any, not attributable to Services performed prior to the effective date of termination. We'll pay undisputed fees within 30 days after the later of receiving your invoice or the effective date of termination. At our request, you'll promptly return all documents, materials, records, and equipment that we may have provided to you. Sections 2.4 – 2.9, 3, 4.2 – 4.3, 4.5, 5.3, and 6 remain effective after termination.

6. General Provisions

This Agreement represents the final and exclusive agreement between you and us regarding its subject matter. It may be changed only as described in a written document signed by you and us which refers specifically to this Agreement and says that it is changing this Agreement. This Agreement is intended to obtain your personal services; as such, you may not assign your rights or delegate your duties under this Agreement without first obtaining our prior written consent. Except as provided in Sections 4.2 and 4.3, this Agreement is for the exclusive benefit of Contractor and Client and not for the benefit of any third party. This Agreement will be governed by California law.

* * * * *

This Agreement was signed by Client and Contractor as of the date stated in its first paragraph.

[Client]

[insert legal name of Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Statement of Work

Contractor data and contact person

Name	
Address (business location)	
Website	
Contact person	Name: Title: E-mail: Telephone:
Key Contractor staff	
EIN (if applicable)	

Client contact person

Client address	
Principal contact person	Name: Title: E-mail: Telephone:

Services

SOW date	
Project start date	
Project completion date	
Project budget (if applicable)	
Description	

Fees

Fees	
Invoicing	<i>[state invoicing requirements]</i>
Expense reimbursement (if applicable)	

Contractor insurance (if applicable)

Contractor insurance requirements	<i>[state insurance requirements]</i>
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Other terms (if applicable)

Other terms	<i>[state other terms]</i>
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Defend Trade Secrets Act Notice: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

Exhibit B

Form of Scope Modification

Original SOW date	
Date of this document	
Reason for change in Services	
Modified Services (if applicable)	
Modified timeframe (if applicable)	
Modified fee terms (if applicable)	

This document is a scope modification contemplated by Section 1.4 of the Independent Contractor Agreement, dated _____, 20____, between Client and [name of Contractor].

Agreed and confirmed as of the date stated above in this scope modification:

[Client]

[insert legal name of Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____