

[DATE OF LETTER]

Name

Street address:

City, state zip:

Re: Consultant Contract

Dear **Name**,

This letter (the "Agreement") will confirm the terms and conditions of your engagement as a consultant to **ORGANIZATION (ORG)**, as follows:

1. Responsibilities and Scope of Work. You are being engaged by ORG as an independent consultant to provide professional services reasonably requested by the PROGRAM NAME (PGM), a program of ORG that is funded by Oak Foundation, for a maximum of **X** hours for the contract period or **\$X00** to **[THING ONE]** and **[THING TWO]** (the "Work"). This work will be done in collaboration with the SUPERVISOR (SUP) and will include:
 1. **THING ONE** (assigned # hours/\$\$ may be specified):
 - 1) Deliverable one (may include information about timeline/due date)
 - 2) Deliverable two
 - 3) Expectation one
 - 4) Expectation two
 - 5) Maintain regular communication with SUP and meet as needed;
 2. **THING TWO** (assigned # hours/\$\$ may be specific):
 - 1) Deliverable three (may include information about timeline/due date)
 - 2) Deliverable four
 - 3) Expectation three
 - 4) Expectation four
 - 5) Maintain regular communication with SUP and meet as needed;
 3. If these do not take the full X hours, contractor may request additional tasks related to this project's goals be assigned by the SUP during TIME PERIOD.
2. Term of the Agreement. The term of this agreement shall be from **START DATE, YEAR, to END DATE, YEAR**, unless the agreement is terminated earlier in accordance with the terms hereof. The bulk of the work will be done in January.
3. Independent Contractor. You hereby acknowledge and agree that you are an independent contractor and shall not be considered an employee, servant, partner, or agent of ORG for any purpose. You will therefore not participate in any ORG employee benefit plan and you hereby waive any right you might otherwise have to do so. Furthermore, you may not bind, obligate, or represent ORG, unless otherwise authorized in writing by ORG to do so.
4. Fees and Expenses. During the term of your engagement with ORG, you will be paid for completing the services and delivering the goods described above to the reasonable satisfaction of ORG at **\$60**/hour.
5. Tax Reporting. You acknowledge that ORG will report all payments made to you under this Agreement on IRS Form 1099, except for reimbursement of documented business expenses, at the

end of the tax calendar year during which you provide services to ORG, that ORG will not deduct or withhold any taxes from amounts paid to you hereunder. You agree to complete and return to the undersigned, together with the original countersigned Agreement, the IRS Form W-9, which requires you to provide your social security number.

6. Confidentiality. During the term of this Agreement and thereafter, you shall maintain strict confidentiality with respect to all Confidential Information to which you have access while consulting for ORG. Confidential Information includes, but is not limited to, information concerning the business affairs, research, proposals, projects, finances, properties, methods of operation and any other information relating to ORG. You shall not use such information or materials for any purpose and shall not disclose any such information or materials to a third party, other than in connection with your duties to ORG under this Agreement. In the case of any breach of this provision, you agree that ORG, any affected individual or their assignees shall be entitled to immediate injunctive and/or other equitable relief (including but not limited to a temporary restraining order or preliminary injunction) in any court of competent jurisdiction to prevent or otherwise restrain a breach. In addition, you agree that unless you receive express permission from ORG to do so, you will not copy or remove from ORG premises any documents or other materials (regardless of whether such materials are confidential). You further agree that you will return to ORG at the end of this Agreement (or upon ORG's request) any ORG documents or other materials that you were permitted to copy or remove from ORG's premises, as well as any other property or equipment ORG may have allowed you to use during the term of this Agreement.

7. Work Product.
 - (a) You hereby acknowledge and agree that ORG has specially commissioned the Work as a "work made for hire" under Section 101 of the United States Copyright Act of 1976, as amended (the "Copyright Act"). Accordingly, ORG shall be deemed the "Author," for purposes of the Copyright Act, of any products of the Work, including, but not limited to, research results, publications, concepts, creations, developments, reports, programs, products, processes, materials, or other works that are conceived of, prepared, generated or produced by you solely or together with others during the course of performing services under this Agreement ("Work Product"). If the Work is determined not to be a work made for hire under the Copyright Act, then, as of the date of this Agreement or the creation of any of the Work Product, whichever is earlier, you irrevocably grant, transfer, assign and convey to ORG and its successors and assigns, the entire right, title, and interest, including, but not limited to, copyright, in and to the Work Product, in whole or in part, together with all extensions of such copyrights, that may be secured under the Copyright Act or under any other copyright law or similar law in effect in the United States or in any other countries or under any treaties, conventions, or proclamations, as ORG in its sole discretion may determine. You hereby waive any moral rights of any kind in the completed Work Product. In addition, any patentable invention conceived or reduced to practice during performance under this Agreement shall be the property of ORG. You further agree to execute and deliver to ORG any additional documents that may be necessary to effectuate the transfer and assignment of the intellectual property rights in the Work Product contemplated by this Agreement and to do such other acts and things as may be reasonably requested by ORG to perfect or evidence such transfer.
 - (b) **Contractor Property**. Notwithstanding the foregoing, Contractor shall retain sole and exclusive ownership of and all right, title and interest in all intellectual property of Contractor existing prior to Contractor's performance of the Services. In addition, nothing herein is intended to restrict Contractor's right to use any and all ideas, concepts, expertise, know-how and learnings Contractor may discover, acquire or develop during the provision of Services which is of general application and does not contain any ORG Confidential Information or other ORG-specific

information (all of the foregoing the Contractor Property). To the extent the Work Product contains Contractor Property or requires the use of Contractor Property, **Contractor grants to ORG (including ORG contractors and grantees) the irrevocable, perpetual, nonexclusive, worldwide, royalty-free, paid-up right and license for ORG's business purpose to use, execute, reproduce, display, perform, modify, and distribute copies of such Contractor Property, as reasonably required, in conjunction with ORG's business.**

- (c) You hereby covenant, represent, and warrant to ORG that the Work Product is or (as to future Work Product to be created) will be original to you or derived from materials to which you have obtained all required permissions, releases, rights or licenses, and that the Work Product does not or will not violate or infringe any third party's copyright, trademark, right of privacy or publicity or other personal or proprietary right, nor does it contain any matter that is libelous or obscene. You retain all rights to work you had previously developed independently of and prior to this contract.
- (d) You hereby agree to indemnify and hold harmless ORG, and its current and former trustees, officers, staff members, assignees, agents, and licensees, from and against any losses, costs, expenses (including reasonable attorneys' fees), judgments, settlements and damages resulting from any claim or action arising out of a breach of any covenant, representation, or warranty in this Agreement.

8. Representations. You represent and warrant that:

- (a) the information you have provided to us regarding your qualifications, including information contained in your curriculum vitae (if provided), is true and correct in all material respects;
- (b) there are no conflicts actual, potential or appearance of with respect to your engagement by ORG;
- (c) you will perform your duties faithfully and to the best of your ability, comply with all U.S. and local laws and customs and conduct yourself in an appropriate manner at all times;
- (d) you are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any Federal department or agency; and
- (e) you are aware that United States Executive Orders and United States laws applicable to this agreement and activities funded under it prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism and that it is your legal responsibility to ensure compliance with these Executive orders and laws.

9. Covenants.

- (a) **You agree, as a condition to your engagement hereunder to comply with the PROGRAM NAME's Code of Conduct and in alignment with the PGM values while doing your work, representing the PGM, or engaging with our contract partners.**
- (e) You covenant that you will abide by the Foreign Corrupt Practices Act (FCPA) of 1977 which prohibits United States nationals from, directly or indirectly, offering or paying or authorizing the offer or payment, of anything of value to a foreign government official, foreign political party, party official, or candidate for foreign public office, or to an official of a public international organization to obtain or retain business.

- 10. Termination. You and ORG each have the right to terminate your engagement at any time and for any reason by notifying the other in writing at least thirty (30) days in advance of the effective date of termination. Notwithstanding the above, ORG also has the right to terminate your engagement immediately for cause with immediate effect. If this Agreement is terminated, ORG shall only be liable for, and you agree only to retain, payment of the portion of the fee earned as a result of work actually and satisfactorily performed prior to the effective date of termination.
- 11. Modification. The terms of this Agreement may be modified or waived only by written agreement, signed by both of the parties.
- 12. Assignment. Either party may assign its obligations and rights under this Agreement only with the prior written approval of the other party.
- 13. Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of California applicable to contracts entered in that State, without regard to choice of law rules. You and ORG agree that all disputes relating to this Agreement or to your services hereunder shall be finally resolved by binding arbitration. A single arbitrator will be mutually selected by you and ORG, and the parties will share equally in all arbitration costs, except that each party will be responsible for its own attorney's fees. The arbitrator will have no power to add to, subtract from or otherwise modify this Agreement, and may not award attorney's fees as an element of damages.
- 14. Entire Agreement. This is the entire agreement between you and ORG with respect to the performance of your consultancy services for ORG. You acknowledge that you are not relying on any representations, except as set forth in this Agreement. ORG makes no representations to you, and none it may have made in the past survives, except as set forth in this Agreement.

If the foregoing accurately reflects our mutual understanding, please acknowledge your acceptance by signing below where indicated. Please return the original signed contract to ORG and retain a copy for your files. We look forward to working with you.

Very truly yours,

ORGANIZATION

By: _____
Name: **Name of Contract Administrator**
Title: Title of Contract Administrator

Dated: _____

ACCEPTED AND AGREED TO AS OF THE DATE FIRST HEREIN ABOVE WRITTEN

By: _____
Name: **Name**
Title: Consultant

Dated: _____