INDEPENDENT CONTRACTOR AGREEMENT

**This Independent Contractor Agreement** (the “**Agreement**”) is entered into as of [DATE] by and between [COMPANY], a [STATE] [FORM OF ENTITY] (the “**Company**”), and [CONTRACTOR] (the “**Contractor**” and, together with the Company, the “**Parties**”), [a [STATE] [FORM OF ENTITY]] [an [individual having a place of business located at [ADDRESS]]].

Services

The Contractor agrees to begin rendering [TYPE OF SERVICES] (the “**Services**”) to the Company as of [DATE] (the “**Start Date**”). All Services will be provided by the Contractor in a professional manner and with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions.

Term

The term of this Agreement (the “**Term**”) shall continue [for a period of days/weeks/months/years] [until DATE] [until the [Services are completed], unless earlier terminated in accordance with Section (8). Any extension of the Term will be subject to mutual written agreementbetween the Parties.

Fees

As full compensation for the Services and the rights granted to the Contractor in this Agreement, the Company shall pay the Contractor a fixed fee of $[AMOUNT] (the “**Fees**”), payable on [completion of the Services to the Company’s satisfaction] **OR** [the DATE] **OR** [milestones set forth on Schedule 1]. The Company shall pay all undisputed Fees within [NUMBER of calendar/business] days after the Company’s receipt of an invoice submitted by the Contractor.

Expenses

[The Company agrees to reimburse the Contractor for all reasonable out-of-pocket expenses reasonably and necessarily incurred by Contractor in connection with the performance of the Services. The Company shall pay such reimbursements within thirty (30) calendar days after receiving from the Contractor receipts or other evidence of the business expenses.] [The Contractor is solely responsible for any out-of-pocket expenses incurred in connection with the performance of the Services, and in no event shall the Company reimburse any such expenses.]

Confidentiality and No Conflict with Prior Agreements

The Contractor acknowledges that its relationship with the Company is one of high trust and confidence, and that in the course of its service to the Company it will have access to and contact with Confidential Information (as defined below). The Contractor will not disclose any Confidential Information to any person or entity other than employees of the Company or use the same for any purposes (other than in connection with the performance of the Services) without written approval by the Company, either before or after the termination of this Agreement, unless and until such Confidential Information has become public knowledge without fault by the Consultant.

For purposes of this Agreement, “**Confidential Information**” shall mean, by way of illustration and not limitation, all information, whether or not in writing, whether or not patentable and whether or not copyrightable, of a private, secret, or confidential nature, owned, possessed or used by the Company, concerning the Company’s business, business relationships, or financial affairs, including, without limitation, any invention, formula, vendor information, customer information, apparatus, equipment, trade secret, process, research, report, technical or research data, clinical data, know-how, computer program, software, software documentation, hardware design, technology, product, processes, methods, techniques, compounds, projects, developments, marketing or business plan, forecast, unpublished financial statement, budget, license, price, cost, customer, supplier or personnel information or employee list that is communicated to, learned of, developed or otherwise acquired by the Contractor in the course of its service to the Company.

The Contractor may have confidential or proprietary information from prior employers and/or entities for which the Contractor has provided services in the past that should not be used or disclosed to anyone at the Company. By signing this Agreement, the Contractor represents that the Contractor’s provision of Services to the Company will not breach any agreement the Contractor has with any third party.

Inventions

The Contractor agrees that all right, title and interest in and to any inventions, ideas, creations, discoveries, computer programs, works of authorship, data, developments, technology, designs, innovations and improvements (whether or not patentable and whether or not copyrightable) which are made, conceived, reduced to practice, created, written, designed or developed by the Contractor, solely or jointly with others or under its direction and whether during normal business hours or otherwise, (i) during the Term if related to the business of the Company or (ii) after the Term if resulting or directly derived from Confidential Information (collectively under clauses (i) and (ii), “**Inventions**”), shall be the sole property of the Company. To the extent that any Invention includes materials subject to copyright, patent, trademarks, trade secrets, and other intellectual property rights (collectively “**Intellectual Property Rights**”), Contractor agrees that such Invention is “work made for hire,” as defined in 17 U.S.C. § 101, and that as a result, the Company will own all Intellectual Property Rights in the Invention. If, for any reason, any Invention does not constitute a “work made for hire,” the Contractor hereby irrevocably assigns to the Company, in each case without additional consideration, all right, title and interest throughout the world in and to such Invention, including all Intellectual Property Rights therein.

The Contractor agrees that if, in the course of performing the Services, the Contractor incorporates into any Invention developed under this Agreement any preexisting invention, improvement, development, concept, discovery or other proprietary information owned by the Contractor or in which the Contractor has an interest (“**Prior Inventions**”), (i) the Contractor will inform the Company in writing in advance, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable worldwide license with the right to grant and authorize sublicenses, to make, have made, modify, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto. The Contractor will not incorporate any invention, improvement, development, concept, discovery or other proprietary information owned by any third party into any Invention without the Company’s prior written permission.

Upon the request of the Company and at the Company’s expense, the Contractor shall execute such further assignments, documents and other instruments as may be necessary or desirable to fully and completely assign all Inventions to the Company and to assist the Company in applying for, obtaining and enforcing patents or copyrights or other rights in the United States and in any foreign country with respect to any Invention.

The Contractor shall promptly disclose to the Company all Inventions and shall maintain adequate and current written records (in the form of notes, sketches, drawings and as may be specified by the Company) to document the conception and/or first actual reduction to practice of any Invention. Such written records shall be available to and remain the sole property of the Company at all times.

Non-Exclusivity and Conflicts

The Contractor maintains the right to render similar services, and/or otherwise seek employment with other companies during the Term, so long as doing so does not (a) create a conflict of interest between the Contractor’s duties and obligations owed to the Company and the Contractor’s duties and obligations owed to any third parties; (b) obligate the Contractor to provide, and shall not foreseeably obligate the Contractor to provide, services in connection with a product that directly competes with products commercialized or developed by the Company; or (c) in any way interfere with the business of the Company.

Termination

Either Party may terminate this Agreement with or without cause at any time upon written notice to the other Party. In the event of such termination, the Company shall pay the Contractor on a pro-rata basis any Fees [and expenses] then due and payable up to and including the date of such termination.

Independent Contractor Status

The Contractor’s relationship with the Company is as an independent contractor. Nothing contained in this Agreement shall be construed or applied to create a partnership, joint venture, or employment relationship.

None of the payments to the Contractor under this Agreement will be subject to any tax withholding, and all such payments will be reported to the appropriate taxing authorities on a Form 1099 basis. The Contractor will be responsible for the payment of federal, state and local taxes payable with respect to all amounts paid to the Contractor under this Agreement, including without limitation and to the extent legally required of the Contractor, any unemployment insurance tax, federal, state, and/or foreign income or excise taxes, federal Social Security (FICA) payments, and disability insurance taxes. The Contractor shall make all payments of such taxes when the same become due and payable with respect to any amounts paid pursuant to this Agreement.

The Contractor is not an employee of the Company, and as such, is not entitled to any employment rights or benefits from the Company, including, without limitation, wages, overtime pay, workers’ compensation insurance, disability insurance, retirement or 401(k) plan benefits, medical reimbursement or other fringe benefits plans, unemployment compensation, meal or rest breaks, or vacation or sick pay.

Indemnification

The Contractor agrees to indemnify, defend and hold harmless the Company and its employees, agents and licensees from any third‑party claims, demands, liabilities, suits, damages, losses or expenses (including attorney’s fees) suffered that arise or are caused by the Contractor’s [acts or omissions/negligent acts], or by the Contractor’s breach of any representation, warranty, or obligation under this Agreement.

The Company agrees to indemnify, defend and hold the Contractor harmless from any third-party claims, demands, liabilities, suits, damages, losses or expenses (including attorney’s fees) to which the Contractor may become subject and which arise out of or are caused by or are based upon the Services rendered by Contractor hereunder; and/or arising out of any theory of product liability, including but not limited to actions in the form of tort, warranty or strict liability, including but not limited to claims based on defects or alleged defects in the manufacture, workmanship or design of a product manufactured or sold by the Company or a Company affiliate, its successors and/or assigns; in each case except to the extent that such claims, losses, damages or liabilities arise, in whole or in part, as a result of the Contractor’s negligence or intentional misconduct or the Contractor’s breach of this Agreement.

Insurance

During the Term, the Contractor shall maintain in force adequate workers’ compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from the Contractor’s conduct, acts, or omissions or the conduct, acts, or omissions of the Contractor’s agents, contractors, servants, or employees. The Company shall be listed as additional insured under such policy.

Governing Law/Venue

This Agreement will be governed by and construed in accordance with the internal laws of the State of [New York] without giving effect to any choice or conflict of law provision or rule. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts of New York in any legal suit, action or proceeding arising out of or based upon this Agreement or the Services provided hereunder.

Assignment

Neither Party may assign any of such Party’s rights or obligations under this Agreement. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the foregoing, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties and their respective successors and assigns.

Entire Agreement/Modification

This Agreement, together with any exhibits and schedules attached hereto, contains the entire agreement of the Parties with respect to its subject matter, and supersedes all previous agreements, negotiations, proposals, and understandings of the Parties, both written and oral, which are of no further force or legal effect. This Agreement may only be amended, modified or supplemented by a subsequent written agreement executed by Contractor and the Company.

Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Counterparts and Delivery

This Agreement may be executed by the Parties separately in counterparts, and facsimile or electronic (PDF) copies of the separately-executed Agreement shall, upon exchange by delivery, facsimile, or PDF/email between the Parties or their counsel, have the same force and effect as if a mutually-signed, single original agreement had been executed.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties have agreed to and executed this Agreement as of the date set forth above.

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|  | **CONTRACTOR** | |
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|  | **[COMPANY]** | |
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|  | By: |  |
|  | Name: |  |
|  | Title:  Date: |  |