



# **IDEA** International Development Expansion

THIS INDEPENDENT CONTRACTOR-PARTNER AGREEMENT (the "Agreement") is made as of Date, Year by and between "Company Name" (the Company), and "Company Name" (the Independent Contractor) a corporation/sole proprietorship/whatever with its principal place of business at "Independent Contractor's Address". In consideration of the mutual premises herein contained, Company and Independent Contractor hereby agree as follows:

## **SECTION 1: ENGAGEMENT**

The Company hereby engages the Independent Contractor to render the services, and deliver the reports, according to the schedule and as described in the annexed Exhibit A (collectively, the "Services"). In the event of any conflict between this Agreement and the annexed Exhibit A, this Agreement shall control.

## **SECTION 2: COMPENSATION**

A. In full consideration for the performance of the Services hereunder, and for any rights granted or relinquished by the Independent Contractor under this Agreement, the Independent Contractor shall pay the Company as follows (check as applicable):

\_\_\_\_\_ on a fixed fee schedule for each client referred based on the services rendered for each client. These services shall be documented and conveyed between both the Independent Contractor, The Company, and the Client .

or

a fixed fee (the "Fee") for each client referred or work performed, as relevant, in the amount of \$ \_\_\_\_\_ payable in installments as follows:

\_\_\_\_\_

B. Payments shall be followed by a list of client's cases, or work performed, as relevant, which has been completed for each month by the Independent Contractor (to be submitted monthly).

**SECTION 3: ASSURANCE OF SERVICES**

A. Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the Services hereunder until they are completed (identify by title and name as applicable).

Name of Key Employee, Title □ Name of Key Employee, Title

B. The Key Employees may be changed only with the prior written approval of the Company, which approval shall not be unreasonably withheld.

**SECTION 4: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. The Independent Contractor agrees to perform the Services hereunder solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit the Company to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the Company.

B. Further, the Independent Contractor shall not be entitled to

participate in any of the Company's benefits, including without limitation any health or retirement plans. The Independent Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.

C. The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor in performing Services under this Agreement. All such costs shall be Independent Contractor's responsibility.

### **SECTION 5: CONFIDENTIALITY**

A. In connection with the performance of Services hereunder, the Independent Contractor and the Company may be exposed to confidential and proprietary information of the Company and/or the Independent Contractor, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be subject to the terms and conditions of the Non-Disclosure Agreement(s), as annexed in Exhibit B.

B. The Independent Contractor shall not, without prior written consent of the Company, use the Independent Contractor's name in any advertising or promotional literature or publish any articles relating to the Company, this Agreement, or the Services and shall not otherwise refer to the retention of Independent Contractor to render consulting services, et. al., hereunder. The Company shall not, without prior written consent of the Independent Contractor, use the Company's name in any advertising or promotional literature or publish any articles relating to the Independent Contractor, this Agreement, or the Services and shall not otherwise refer to the retention of the Company to render consulting services, et. al., hereunder.

### **SECTION 6: WARRANTIES AND INDEMNIFICATION**

A. The Independent Contractor represents and warrants that:

i) The Services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing

in the industry and the Independent Contractor shall obtain all permits or permissions required to comply with such laws, rules or regulations;

ii) The Materials shall be original, clear, and presentable in accordance with generally applicable standards in the industry;

iii) The Materials will not contain libelous, injurious, or unlawful material and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, intellectual property, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine;

vi) The Independent Contractor has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of Independent Contractor, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of Independent Contractor or any material contract to which it is a party;

v) The Independent Contractor will perform the Services in accordance with the specifications established by the Company.

B. The Company represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement; this Agreement is a legal, valid, and binding obligation of the Company, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); entering into this Agreement will not violate the Charter or By-laws of the Company or any material contract to which it is a party.

C. The Independent Contractor shall comply with all of the Company's standards and procedures when working with or for the Company,

including without limitation, standards relating to security.

D. The Company shall not be liable for injury or death occurring to the Independent Contractor or any of its employees or other affiliates in the course of performing this Agreement nor will the Independent Contractor be liable for injury or death occurring to the Company or any of its employees or other affiliates in the course of performing this Agreement

E. The Independent Contractor and the Company hereby indemnifies and holds each other harmless in addition to their subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses of any kind or nature whatsoever ("Loss") which may in any way arise from the Services performed by the Independent Contractor hereunder, the work of employees of the Independent Contractor while performing the Services of the Independent Contractor hereunder, or any breach or alleged breach by Independent Contractor of this Agreement, including the warranties set forth herein. The Company shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Independent Contractor will cooperate with the Company and provide reasonable assistance in defending any such claim.

### **SECTION 8: TERM AND TERMINATION**

A. The term of this Agreement shall commence on the date hereof and shall continue until the Independent Contractor satisfactorily completes performance of the Services (hereinafter the "Term").

B. This Agreement may be terminated:  i) by either party upon fifteen (15) days prior written notice if the other party breaches or is in default of any obligation hereunder and such default has not been cured within such fifteen (15) day period

ii) by the Company at any time during the Term for any reason (or no reason) upon ten (10) days written notice.

C. Neither party shall be liable or deemed to be in default for any delay

or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, war, riots, explosions, earthquakes, shortages of suitable parts, materials, labor or transportation or any causes that are reasonably beyond the control of such party.

D. Upon termination by either party, Independent Consultant and the Company shall exchange any and all copies, in whole or in part, of the Materials (as they then exist) and any and all tangible materials the Company and the Independent Consultant have provided to each other in connection with this Agreement.

### **Section 9: GENERAL TERMS**

A. This Agreement shall be governed and construed in accordance with the laws of the State of \_\_\_\_\_ applicable to contracts made and fully performed therein, and the state and federal courts located in \_\_\_\_\_ shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this agreement. Both parties hereby submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

B. Any notices to either party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the address set forth within this contract or to such other address as that party may hereafter designate by written notice. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

C. **The Company may freely assign this Agreement, in whole or in part. The Independent Contractor may not, without the written consent of the Company, assign, subcontract, or delegate its obligations under this Agreement, except that the Independent Contractor may transfer the right only to receive any amounts which may be payable to it for**

performance under this Agreement, and then only after receipt by the Company of written notice of such assignment or transfer. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

D. The waiver by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation.

E. Following the expiration or termination of this Agreement, whether by its terms, operation of law, or otherwise, the terms and conditions set forth, as well as any term, provision, or condition required for the interpretation of this Agreement or necessary for the full observation and performance by each party hereto of all rights and obligations arising prior to the date of termination, shall survive such expiration or termination.

F. This Agreement represents the entire Agreement between the parties. The Agreement may not be amended, changed, or supplemented in any way except by written Agreement signed by both parties.

By: \_\_\_\_\_  Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

The following describes the Services to be performed, any Materials that are to be delivered, and the schedule for delivery (if applicable):

Immigration Services on a case by case basis for all clients brought forth by iDEA, Inc. or it's affiliates, partners, employees, or agents. Such proof of clients brought forth by iDEA, Inc. shall include, but not be limited to: initial internet and/or email communications between iDEA and said client(s), telephone call logs, handwritten or emailed introduction between iDEA and the aforementioned attorney/law firm as specified in this contract.

## **EXHIBIT B**

- 1.) NON-DISCLOSURE AGREEMENT, iDEA, Inc.
- 2.) NON-DISCLOSURE AGREEMENT, Company\_