INDEPENDENT CONSULTANT AGREEMENT

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is entered into on the __th day of ______, ____ , by and between ____________________ (“CONSULTANT”) and ___________ (“CLIENT”).

IN CONSIDERATION of the mutual promises, agreements, understandings, etc., made herein, the parties agree to the following terms and conditions.

1. This Agreement replaces the temporary agreement signed _________ by the CONSULTANT and CLIENT. The temporary agreement is void as of ___________.

2. The term of this Agreement shall be from ________ through ____________. If CONSULTANT becomes incapacitated or otherwise unable to render the contemplated service, CLIENT’S obligations will cease as of the end of the day in which the incapacity occurs.

3. CONSULTANT is to (description of tasks). All contact with the authorities will be coordinated with and reported through _____________.

4. CONSULTANT agrees to provide his services and expertise to the CLIENT, under the direction and guidance of CLIENT’S personnel, at the times and places specified by the CLIENT and to comply with all reasonable rules and codes of conduct set by the CLIENT. CONSULTANT acknowledges that he will be paid _____________ and a rate of _____________ for __________ activity carried out by him at the request of CLIENT. In addition CLIENT agrees to pay all reasonable travel, lodging and subsistence expenses incurred during CONSULTANT’S activity expended on CLIENT’S behalf. The expenses will be paid in accordance with the guidelines for CLIENT exempt personnel with the exception of the use of a private car. Private car expenses will be paid at a rate of _________ per mile.

5. For services rendered in accordance with Paragraph 4, CONSULTANT will bill the CLIENT. The bill or invoice must show reasonable itemized charges for a single month, including a description of the activity performed and the hours incurred. CLIENT shall respond promptly (30 days net) to all invoices.

6. CLIENT may require the CONSULTANT to perform his services (geographical territory).
7. CONSULTANT represents and agrees that he is familiar with the provisions of the U.S. Foreign Corrupt Practices Act and agrees that (i) he will not violate or cause CLIENT to violate such Act in connection with the sale, certification, and/or distribution of CLIENT’S products and/or services; and (ii) notwithstanding any other provisions of this Agreement to the contrary, CLIENT may immediately terminate this Agreement forthwith upon learning that CONSULTANT violated or caused CLIENT to violate the Foreign Corrupt Practices Act in connection with the sale, certification, and/or distribution of CLIENT’S products and/or services.

8. CONSULTANT hereby acknowledges receipt and reading of the (business conduct guidelines). CONSULTANT agrees to operate within the intent which underlies the Guidelines.

9. As an integral part of this Agreement, CONSULTANT certifies:

(a) That he is an independent, self-employed person and NOT an employee of the CLIENT;
(b) If applicable, that he is solely responsible for paying his own State and Federal withholding taxes, FICA taxes, Workman’s Compensation Insurance (if required) and State and Federal unemployment taxes (if required) or any and all applicable United States or United Kingdom taxes;
(c) That the CLIENT is not liable for payments of any kind or for any purpose beyond those enumerated in Paragraph 4. CONSULTANT may not enter into any agreements, employ any assistance or representatives or incur any obligation on behalf of CLIENT without CLIENT’S prior written consent; and
(d) That he will save and hold harmless the CLIENT from all liabilities arising out of personal actions of the CONSULTANT while performing services for the CLIENT.

10. It is anticipated that a substantial portion of CONSULTANT’S time will be needed to attend to matters important to CLIENT for which CONSULTANT may have a unique background. CLIENT acknowledges that CONSULTANT might undertake service activities for other corporations, and agrees thereto, as long as the service provided to the others does not preclude the performance of important assignments for CLIENT and no conflict of interest results from that service, that CLIENT has no objection to CONSULTANT performing said services. Although CLIENT will attempt to accommodate CONSULTANT’S scheduling of other interests, it is understood and agreed that, during the term of this Agreement, CLIENT shall have priority on CONSULTANT’S services.

11. CONSULTANT shall keep all of CLIENT’S proprietary information confidential and will assure confidentiality if CONSULTANT is required to disclose, with CLIENT’S consent, some of CLIENT’S data to governmental officials for certification purposes.
12. Either party may cancel this Agreement by sending the other party a written and signed notice of termination that will be effective 30 days after receipt.

13. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties. This Agreement may be amended or modified only by a written document duly executed by all parties. No failure to enforce any provision hereof, and no course of conduct by a party, shall be deemed to constitute a release, modification or waiver of any provision hereto.

14. This Agreement shall be deemed to have been executed in the State of _______ of The United States of America and shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the internal conflicts of laws, statutes or case law thereof which would otherwise govern the law applicable to this Agreement. It may only be amended in writing by a document signed by the parties.

15. The signatories to this Agreement verify that they have read the complete Agreement, understand its contents, and have full authority to bind and hereby do bind their respective parties.

A. ______________________  _________________________

______________________________  ______________________________

Tax ID #: 