Intellectual Property:

Contractor and XYZ intend that XYZ will have full and exclusive rights to any work product, including, without limitation, all research, analyses, presentations and reports, or future derivatives of such works, prepared by Contractor, and any intellectual property (including, without limitation, any trade secret, copyright, patent or trademark) that Contractor creates or helps create in performing the Services under this Agreement. Contractor and XYZ do not intend for any contributions to any work product to be considered contributions to a joint work. Accordingly, Contractor: (i) assigns to XYZ all rights, title, and interest worldwide in the work product; (ii) grants to XYZ an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the work product that cannot be assigned to XYZ, and (iii) waives enforcement against XYZ of any rights in the work product that cannot be assigned or licensed to XYZ. Contractor will assist XYZ in obtaining and enforcing these rights in the work product.

Independent Contractor:

The relationship between Contractor and Organization will, at all times, be that of an independent contractor. It is further understood that neither party is, nor will be considered to be, an agent, partner, joint venturer, or employee of the other. Organization shall not be responsible for withholding taxes with respect to the Contractor’s compensation. Contractor shall have no claim against Organization hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Neither party has the authority to enter into any contract or agreement to bind the other party and will not represent to anyone that it has such authority. Contractor represents that it is authorized to work in the United States to perform the Services under this Agreement.

Assignment:

1 Note: The language of this clause may vary from state to state. Some states utilize the phrase “work-for-hire”; however, in some jurisdictions, use of the phrase “work-for-hire” may result in employment liability.

2 Note: This clause by itself may not be enough to ensure that a contractor is not an employee. You should seek legal counsel to confirm that your contracts and practices are legally compliant.
This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, legal representatives and assigns of the parties, provided, however, that because Contractor has been retained by Organization due to Contractor’s particular skill and expertise, Contractor may not assign any of its rights or delegate any performance under this Agreement except with the prior written consent of Organization. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Merger Clause:**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding the subject matter hereof. This Agreement may not be modified, and no provision waived, without the prior written consent of the party against whom enforcement of the amendment or waiver is sought. No delay in exercising any right shall constitute a waiver of that right. This Agreement and any amendments hereto may be executed in any number of counterparts, each of which when executed shall be deemed to be an original, and all of which counterparts taken together shall constitute one and the same instrument.

**Indemnification:**

Contractor shall, during and after the term of this Agreement, indemnify, hold harmless and, at Organization’s request, defend Organization and Organization’s trustees, directors, officers, faculty, employees, affiliates, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits, liabilities, damages, expenses, and fees (including but not limited to reasonable attorney fees) arising out of or related to any actual or alleged: (i) personal injury or property damage, but only to the extent caused by the negligent or willful acts, errors or omissions of Contractor in performing the Agreement; (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by Contractor of any representation, warranty, covenant or other promise in this Agreement; (iii) infringement by Contractor of any third party’s patent, trademark or copyright, or misappropriation of any third party’s trade secret; and, (iv) violation of any applicable laws or regulations, including failure to comply with any applicable taxing authority; and, (v) from and against any employment related claims whatsoever made in connection with the performance of Services under this Agreement.