CONTRACTOR AGREEMENT

This Agreement is made effective as of [date], by and between Latin America Youth Center, Washington, District of Columbia (“LAYC” or “we” or “us”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”).

The parties agree as follows:

**1. DESCRIPTION OF SERVICES**. Beginning on \_\_\_\_\_\_\_\_\_\_, Contractor agrees to provide the following services to LAYC as described in Exhibit A.

**2.** **PERFORMANCE OF SERVICES**. Contractor warrants that all Services shall be performed in a professional, ethical, and competent manner, in accordance with the standards of quality, care, prudence, skill and diligence customary for the provider of services similar to the Services.

**3.** **PAYMENT**. LAYC will pay Contractor at an hourly rate of \_\_\_\_\_\_. Contractor will submit invoices every two weeks and LAYC will make payments in accordance with its vendor payment policy. [Or *LAYC* will pay Contractor a total fee of $\_\_\_\_\_\_ for Services, to be paid in installments in accordance with the following schedule: .]

**4. TERM/TERMINATION**. This Agreement shall terminate automatically upon completion by the Contractor of the Services required by this Agreement, and no later than \_\_\_\_\_\_. LAYC may terminate this Agreement if it determines that the services are not satisfactory. Upon termination of this Agreement, Contractor shall be paid only for work that has been, up to and including the termination date, completed in accordance with the requirements of this Agreement, determined by LAYC in its sole discretion.

**5. INDEPENDENT CONTRACTOR STATUS**. It is understood by the parties that Contractor is an independent contractor to, and not an employee or agent of, LAYC. Contractor accepts exclusive liability for payment of federal and state payroll taxes and for contributions for unemployment insurance, workers compensation insurance, old age pensions, annuities, retirement and other benefits, imposed under any provision of any federal or state law. LAYC will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Contractor.

**6. SUBCONTRACTORS AND EMPLOYEES**. Contractor shall be permitted to engage subcontractors only with the express prior written consent of LAYC. Contractor shall require and ensure that any such subcontractor, and any of contractor’s employees who perform services for LAYC under this Agreement, be bound by the provisions of this Agreement.

**7**. **INTELLECTUAL PROPERTY**. All deliverables and other materials and products that are developed or prepared for LAYC and any intellectual property developed by Contractor or by Contractor’s subcontractors or employees during the course of the Services or arising out of or in any way related to the performance of Services (“Work Product”) shall be exclusively owned by LAYC and shall be considered “works made for hire” for LAYC as the author thereof (as defined in the Copyright Act of 1976, as amended). LAYC shall exclusively own all U.S. and international copyrights and all other intellectual property rights in the Work Product. To the extent any Work Product may not, by operation of law, vest in LAYC or is not considered works made for hire, all right, title, and interest to the Work Product are hereby irrevocably assigned to LAYC.

**8. CONFIDENTIALITY**. Contractor acknowledges its relationship with LAYC is one of high trust and confidence and that Contractor will have access to and contact with Confidential Information. Confidential Information shall mean (i) any information identified by LAYC or its participants, volunteers, or employees at the time of its disclosure as confidential, (ii) all information owned, possessed, or used by LAYC that is communicated to, developed or otherwise acquired by Contractor in the course of its service to LAYC, including information related to LAYC’s internal deliberations or deliberative processes, (iii) any information which by the nature or type of information should reasonably be regarded as confidential, and (iv) to the extent not already included in clauses (i) through (iii), all images, graphics, and logos associated with LAYC, and pictures, names and self-reported data from LAYC’s participants, volunteers, and employees.

Contractor agrees it shall not at any time disclose to others, or use for any purpose, any Confidential Information in any form without LAYC’s express written prior approval. This obligation shall extend beyond the termination or expiration of this Agreement. Upon request by LAYC, Contractor agrees to promptly deliver to LAYC the original and any copies of all such Confidential Information.

**9. RETURN OF RECORDS**. Upon termination of this Agreement, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature, and copies thereof, that are in Contractor’s possession or control and that are LAYC’s property or relate to LAYC’s business.

**10. LIMITATION OF LIABILITY**. To the fullest extent permitted by applicable law, the total aggregate liability of LAYC to Contractor shall be limited to the amounts owed to Contractor for the Services provided in accordance with this Agreement. In no event shall LAYC be liable to Contractor for any consequential, incidental, indirect, punitive, or special damages (including loss of profits, data, business, or goodwill).

**11. ENTIRE AGREEMENT**. This Agreement contains the entire agreement of the parties and supersedes any prior written or oral agreements between the parties.

**12. AMENDMENT**. This Agreement may not be modified or amended except in writing signed by both parties.

**13. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the validity of the remaining provisions shall not be affected.

**14. APPLICABLE LAW**. This Agreement shall be governed by the laws of the District of Columbia

The parties have executed this Agreement as of this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20XX.

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| --- | --- |
| **LAYC**  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **CONSULTANT**  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Exhibit A

SCHEDULE OF SERVICES