**Independent Contractor Agreement Template**

**Version Date: December 2023**

**What follows is an Independent Contractor Agreement Template designed for comprehensive ‘Model A’ fiscal sponsors hiring contractors on behalf of their projects. This template is designed to be used in conjunction with a request form a Project representative completes and submits when requesting the engagement.**

**As you’ll see, some areas of the template are color coded as follows:**

* **IN DOC GUIDANCE IN CAPS FOR THE FISCAL SPONSOR. THESE SHOULD BE REMOVED FROM THE ACTUAL CONTRACT WHEN BEING USED**
* **Information that is specific to the engagement and/or fiscal sponsor**
* **Shaded OPTION #s should ultimately coincide with options selected on request form used**
* **Optional/situation specific language**

**Optimally, the fiscal sponsor will have a contract management or similar system to automate the request, review and approval processes, generate the agreement using the information the Project provides, and circulate it for execution. Lacking that kind of solution, for lower volume practices, manual processes work just fine but take longer to administer and carry greater risk of errors. Whatever process the fiscal sponsor, we recommend it be documented in the sponsor’s policies and procedures and clearly communicated to projects.**

**Your use of this agreement template does not constitute legal advice from Social Impact Commons. Social Impact Commons is making this template available for informational purposes only. Different circumstances and jurisdictions may call for different contract language and in many instances, an employment relationship rather than contractor relationship is legally appropriate. We assist our members in tailoring this and other templates to their particular needs and always recommend working with qualified and local legal counsel when preparing agreements of this nature.**

INDEPENDENT CONTRACTOR AGREEMENT

(The “Agreement”)

|  |  |
| --- | --- |
| **Client:** Fiscal Sponsor's Name, on behalf of itself and its fiscally sponsored partner Partner Name (collectively, the “Client”) | **Client Address:** Address |
| **Client Program Contact:** Partner Contact name/email | **Client Billing Contact:** NAME/EMAIL FOR BILLING |

|  |  |
| --- | --- |
| **Contractor:** LEGAL NAME (the “Contractor”) | **Contractor Address:** ADDRESS  |
| **Primary Contact:** NAME/EMAIL |  |

|  |  |
| --- | --- |
| **Start Date:** DATE | End Date: DATE |
| **Work to be Performed (the “Services”:** BRIEF (several sentences to short paragraph) DESCRIPTION OF WORK TO BE PERFORMED. ***OPTION IF THERE IS LONGER SCOPE OR A WORK PLAN ADD:*** “The Services are more fully described in “Exhibit A: Scope of Work”. |
| **Maximum Contract Amount: $TOTAL MAXIMUM AMOUNT** |
| **Basis for Compensation: *Option 1 Hourly, no reimbursement***: Hourly rate up to a maximum of x hours. Hourly rate is inclusive of all costs and Contractor is not entitled to additional reimbursement for out of pocket expenses. ***Option 2, hourly with reimbursements***: Hourly rate up to a maximum of x hours. Additionally, Client will reimburse Contractor up to a maximum of $x for reasonable out of pocket expenses incurred in providing services under this Agreement. ***Option 3: Fixed Price Contract.*** Total Compensation for Services is a fixed price of X. ***OPTIONAL IF SCOPE HAS PRICES ASSOCIATED WITH DIFFERENT DELIVERABLES:*** A breakdown of the cost of various Services is set forth under Exhibit A. Compensation is inclusive of all costs. ***Option 4: Fixed Price Contract + reimbursables***. Total Compensation for Services is a fixed price of X. ***OPTIONAL IF SCOPE HAS PRICES ASSOCIATED WITH DIFFERENT DELIVERABLES:*** A breakdown of the cost of various Services is set forth under Exhibit A. Additionally, Client will reimburse Contractor up to a maximum of $x for reasonable out of pocket expenses incurred in providing services under this Agreement. |
| **Invoicing & Payment Schedule:** Option 1, Option 2, Option 3, Option 4. **INVOICING PROCEDURES AND PAYMENT OPTIONS SHOULD ALIGN WITH COMPENSATION STRUCTURE ABOVE.** Payments are subject to availability of funds restricted for Partner Name. Procedures for submitting invoices and other documentation such as Contractor’s Form W9 are found here: LINK. |
| **Amending this Agreement.** The Parties may amend this Agreement by mutual agreement in writing. **OPTIONAL: IF FISCAL SPONSORS POLICIES AND PROCEDURES ALLOW AMENDMENTS TO BE MEMORIALIZED VIA EMAIL, CONSIDER ADDING:** which may be in the form of an email. Any such email exchange must clearly indicate the intent to modify this Agreement, identify contract #CONTRACT #, specify what is being modified, and must be agreed upon by both Parties. For Client, the email must be sent by an authorized signatory or their designee. The Parties agree that the email exchange will have the same legal effect as if the amendment were executed in a traditional paper format. The Parties further agree to retain copies of all email exchanges related to the amendment of this Contract for their records. |

In this Agreement, which includes the above sections, the “Additional Terms and Conditions” below, and any referenced exhibits, the Client and Contractor may be collectively referred to as the “Parties” and each individually as “Party”. By signing below the Contractor commits to performing the Services and the Parties agree to be bound by the terms and conditions set forth in this Agreement.

**For Fiscal Sponsor's Name:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME Date

TITLE

**For Contractor:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME Date

TITLE:

**Additional Terms and Conditions. The Parties agree as follows:**

1. **Ownership of Work Product.** ***OPTION 1*** All work product, materials, and associated intellectual property rights produced under this Agreement (collectively “Work Product”) will be the exclusive property of Client. Contractor will retain intellectual property rights in any preexisting works (“Pre-existing Works”) used to produce the Work Product and grants Client an irrevocable, royalty-free, and perpetual license to exercise any rights in Pre-exisitng Works as needed to make use of the Work Product. ***OPTION 2*** All work product, materials, and associated intellectual property rights produced under this Agreement (collectively “Work Product”) will be the exclusive property of Client. Contractor will retain intellectual property rights in any preexisting works (“Pre-existing Works”) used to produce the Work Product and grants Client an irrevocable, royalty-free, and perpetual license to exercise any rights in Pre-exisitng Works as needed to make use of the Work Product. Additionally, Client grants Contractor a limited royalty-free, revocable license to use the Work Product in a manner that advances the charitable purposes of the Client. This right may be revoked by Client at any time in Client’s sole discretion. ***OPTION 3*** All work product, materials, and associated intellectual property rights produced under this Agreement (collectively “Work Product”) will be the exclusive property of the Contractor. Contractor grants Client an irrevocable, royalty-free, and perpetual license to exercise any rights in the Work Product without limitation. Contractor further warrants it will use the Work Product in a manner that advances the charitable purposes of the Client. In the event Client, in its sole discretion, determines Contractor used Work Product or intends to use Work Product for purposes contrary to Client’s exempt purposes, Contractor agrees it will assign all right, title and interest in said Work Product to Client immediately upon written notice from Client to do so.
2. **Confidentiality.** “Confidential Information” means all non-public information provided to the Contractor by or through the Client. It does not include information that is generally available to the public, information already known by Contractor before entering into this Agreement, or information Contractor independently develops. Contractor will use Confidential Information shared with Contractor only as needed to provide the Services and will keep it confidential. Contractor may disclose Confidential Information only as required by law and will use its best efforts to safeguard all Confidential Information. When this Agreement is terminated, Contractor will return all Confidential Information to Client and destroy electronic and hard copies in its possession.
3. **Use of Client’s Name**. Contractor may not identify Client or Client’s Partner named on page 1 of this Agreement as a client of Contractor in external communications, including on Contractor’s website and in outreach and promotional materials without the prior written permission of Client.
4. **Compliance.** Contractor, at its own cost and expense, will comply with all applicable laws and regulations, including those related to the performance of the Services. ***(OPTIONAL FOR FUNDRAISING CONTRACTS).*** Contractor will comply with all applicable charitable solicitation laws, including state-specific registration and reporting requirements associated with the Services and provide evidence of such compliance to the Client upon request. Failure to comply with this provision may result in the immediate termination of this Agreement. ***(OPTIONAL FOR LOBBYING CONTRACTS)*** Contractor will comply with all registration and reporting requirements associated with Services involving lobbying and will cooperate with Client as needed to ensure proper compliance by both Parties. Failure to comply with this provision may result in the immediate termination of this Agreement.
5. **Insurance.** Contractor agrees to procure and maintain general liability insurance and will provide Client with evidence of coverage upon request. If Client, in its sole discretion, determines the insurance coverage is insufficient, Contractor agrees to comply with any coverage requirements Client requests which may include adding Client as additional insured on Contractor’s policy.
6. **Indemnification.** OPTION 1: Each Party is responsible for its own acts and will defend, indemnify and hold harmless the other Party, including each of its respective officers, directors, employees, representatives, agents, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of that Party’s negligence, willful misconduct, non-compliance with federal, state, or local laws, regulations, codes, or requirements, including without limitation all applicable safety laws or any breach of this Agreement. OPTION 2: Contractor will indemnify and hold harmless Client, including Client’s officers, directors, employees, representatives, agents, Partners, successors and assigns from and against all claims of third parties, and all associated losses, to the extent arising out of that Contractor’s negligence, willful misconduct, non-compliance with federal, state, or local laws, regulations, codes, or requirements, including without limitation all applicable safety laws or any breach of this Agreement.
7. **Dispute Resolution.** In the event of a breach by one of the Parties or disagreement between the Parties concerning this Agreement, both Parties agree to use their best efforts to resolve the dispute between them, and failing that, with the use of an independent mediator prior to either or both parties taking legal action.
8. **Terminating the Agreement.** Either Party may terminate this Agreement at any time by giving 30 days written notice to the other or immediately in the event of a material breach that is not cured within 10 days of receipt of notice. This Agreement may be terminated immediately by mutual agreement of the Parties. Upon termination, Client will pay Contractor for all satisfactorily performed Services up to the termination date that it is properly invoiced for.
9. **Miscellaneous**
10. Independent Parties**.** Contractor is an independent contractor with respect to the performance of the Services and will furnish its own equipment, tools and materials to perform the Services. Nothing in this Agreement will be deemed to create an employer-employee, partnership, or joint venture relationship between Client and Contractor. Contractor is exclusively responsible for all taxes and other costs and expenses attributable to compensation under this Agreement. ***FOR INDIVIDUALS (Including single member LLCs and Sole Proprietorships only)*** Contractor is not eligible to participate in any fringe or other benefit plans offered by Client to its employees. Client is not responsible for withholding or paying any income, payroll, Social Security or other federal, state, or local taxes, or for making any insurance contributions, including unemployment or Workers’ Compensation, on the Contractor's behalf. Contractor is solely responsible for paying any such tax or contribution related to the Services under this Agreement. Contractor agrees to indemnify and hold harmless Client from and against any claim, obligation, liability, or assessment arising from Contractor’s failure to pay such taxes and contributions, including penalties and interest.
11. Authority. Each of the Parties represents that: (i) it is duly organized and validly existing under the laws of the jurisdiction in which it is established; and (ii) it has the authority to enter into this Agreement.
12. No Assignment. Neither Party may assign this Agreement (in part or in full) to another party without the prior written consent of the non-assigning Party.
13. Force Majeure. If circumstances arise beyond the control of a Party, making performance or participation under this Agreement illegal, nearly impossible or impossible, that Party will immediately inform the other and the Parties will work together to find a mutually agreeable solution to maintaining or dissolving their relationship and this Agreement.
14. Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without giving effect to any conflict of law provision or rule. The parties agree to submit to the exclusive jurisdiction and venue of the federal and state courts of Massachusetts in any suit or proceeding relating to this Agreement.
15. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision will be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement will remain in full force and effect.
16. Survival. Paragraphs 1, 2, 3, 4, 6, 7, and 9 of these Additional Terms and Conditions will survive any termination of this Agreement.
17. Waiver. Neither Party will by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement.
18. Entire Agreement; Counterparts. This Agreement, including exhibits if any, expresses the final, complete, and exclusive agreement between the Parties regarding the Services. This Agreement may be signed electronically and in one or more counterparts, which shall be taken together as a single agreement.