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| IMPORTANT NOTICE (*Delete This Box Before Signing*)  This document should not be construed as legal, financial, tax, or investment advice for any particular facts or circumstances. This document is designed to be a starting point only and should be tailored to meet your specific requirements. Consult an attorney before entering into any binding legal obligations in connection with this document. The use of this document is further subject to Terms of Use available here: <https://degoverned.com/terms>. |

**SERVICES AGREEMENT**

The parties whose details are provided below (“**Client**” and “**Contractor**,” respectively) have entered into this services agreement (“**Agreement**”) on the date of the later signature (“**Effective Date**”).

**PROJECT KEY TERMS**

**Subject of Agreement**. Client wishes to engage Contractor, and Contractor wishes to provide [TYPE OF SERVICES] to Client for compensation.

**Term**. The initial term of this Agreement is [TERM] from the Effective Date.

**Special Terms (if any)**. The following special terms, if any, will prevail over the Standard Terms.

1. [INSERT IF ANY].

**Project Assignment**.

1. Project. [DESCRIBE PROJECT].
2. Compensation. Client will compensate Contractor as follows:
3. Fee. [INSERT].
4. Costs. [INSERT].
5. Payment Terms. [INSERT].
6. Reporting. [INSERT].

[*Signature Page Follows*]

**SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
| **CLIENT** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Entity Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **CONTRACTOR** | |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Entity Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Email: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Address: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# STANDARD TERMS

# ENGAGEMENT OF SERVICES

## Client’s project assignment to Contractor is specified in the Project Key Terms above (“**Project Assignment**”). Subject to the terms of this Agreement, Contractor will render the services set forth in the Project Assignment accepted by Contractor (“**Services**”) by the specified completion dates. Except as otherwise provided in the applicable Project Assignment, Contractor will have exclusive control over the manner and means of performing the Services, including the choice of place and time. Contractor will provide, at Contractor’s own expense, a place of work and all equipment, tools and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services, Client may, in its discretion, make its equipment or facilities available to Contractor at Contractor’s request. While on Client’s premises, Contractor agrees to comply with Client’s then-current access rules and procedures, including those related to safety, security and confidentiality.

# COMPENSATION

## Client will pay Contractor the fee set forth in each Project Assignment for Services as Contractor’s sole compensation for those Services. Contractor will be reimbursed only for expenses that are expressly provided for in a Project Assignment or that have been approved in advance in writing by Client, provided Contractor has furnished such documentation for authorized expenses as Client may reasonably request. Payment of Contractor’s fees and expenses will be in accordance with terms and conditions set forth in the applicable Project Assignment. Upon termination of this Agreement for any reason, Contractor will be paid fees on the basis stated in the Project Assignment for work that has been completed. Unless otherwise provided in a Project Assignment, payment to Contractor of undisputed fees will be due 30 days following Client’s receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees.

# OWNERSHIP OF WORK PRODUCT

## Contractor irrevocably assigns to Client all right, title and interest worldwide in and to any deliverables specified in a Project Assignment (“**Deliverables**”) and to any ideas, concepts, processes, discoveries, developments, formulae, information, materials, improvements, designs, artwork, content, software programs, other copyrightable works, and any other work product created, conceived or developed by Contractor (whether alone or jointly with others) for Client during or before the term of this Agreement, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights (“**Work Product**”). Contractor retains no rights to use the Work Product and agrees not to challenge the validity of Client’s ownership of the Work Product. Contractor agrees to execute, at Client’s request and expense, all documents and other instruments necessary or desirable to confirm the assignment of the Work Product to Client. Contractor irrevocably appoints Client as Contractor’s attorney-in-fact for the purpose of executing such documents on Contractor’s behalf, which appointment is coupled with an interest. Contractor will deliver any Deliverables in accordance with the applicable Project Assignment and disclose promptly in writing to Client all other Work Product.

# OTHER RIGHTS

## If Contractor has any rights, including without limitation “artist’s rights” or “moral rights,” in the Work Product that cannot be assigned, Contractor unconditionally and irrevocably grants to Client an exclusive, worldwide, fully paid and royalty-free, perpetual license, with rights to sublicense through multiple tiers of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display the Work Product in any medium or format, whether now known or later developed. In the event that Contractor has any rights in the Work Product that cannot be assigned or licensed, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Client or Client’s customers.

# LICENSE TO PREEXISTING IP

## Contractor agrees not to use or incorporate into Work Product any intellectual property developed by any third party or by Contractor other than in the course of performing services for Client (“**Preexisting IP**”). In the event Contractor uses or incorporates Preexisting IP into the Work Product, Contractor hereby grants to Client a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with the right to sublicense through multiple levels of sublicensees, to use, reproduce, distribute, create derivative works of, publicly perform and publicly display in any medium or format, whether now known or later developed, such Preexisting IP incorporated or used in the Work Product. However, in no event will Contractor incorporate into the Work Product any software code licensed under the GNU GPL or LGPL or any similar “open source” license. Contractor represents that Contractor has an unqualified right to license to Client all Preexisting IP as provided in this section.

# REPRESENTATION AND WARRANTIES

## Contractor represents and warrants that:

1. the Services will be performed in a professional manner and in accordance with industry standards, and the Work Product will comply with the requirements set forth in the applicable Project Assignment;
2. the Work Product will be an original work of Contractor;
3. Contractor has the right and unrestricted ability to assign the ownership of the Work Product to Client as set forth in Section 3 (including the right to assign the ownership of any Work Product created by Contractor’s employees or contractors);
4. the Work Product will not infringe or misappropriate any copyright, patent, trademark, trade secret, right of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common-law;
5. Contractor has an unqualified right to grant to Client the license to Preexisting IP set forth in Section 5;
6. Contractor will comply with all applicable federal, state, local and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability, and other contributions; and
7. Contractor will indemnify and hold Client harmless from any damages, costs, claims, expenses or other liability (including reasonable attorney’s fees) arising from or relating to the breach or alleged breach by Contractor of the representations and warranties set forth in this Section 6.

# INDEPENDENT CONTRACTOR RELATIONSHIP

## Contractor’s relationship with Client is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship between Client and any of Contractor’s employees or agents. Contractor is not authorized to make any representation, contract or commitment on behalf of Client. Contractor (if Contractor is an individual) and Contractor’s employees will not be entitled to any of the benefits that Client may make available to its employees. Because Contractor is an independent contractor, Client will not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance on behalf of Contractor. Contractor is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. Contractor is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing the Services under this Agreement. No part of Contractor’s compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. If, notwithstanding the foregoing, Contractor is reclassified as an employee of Client, or any affiliate of Client, by a competent authority, Contractor agrees that Contractor will not, as a result of such reclassification, be entitled to or eligible for, on either a prospective or retrospective basis, any employee benefits under any plans or programs established or maintained by Client.

# CONFIDENTIALITY

## “**Confidential Information**” means Company’s information (in oral, written, visual or any other form), including:

## information that Company designates as confidential;

## the terms of this Agreement and information that Company discloses to Recipient in the course of performing under this Agreement, other than the fact that the Parties have entered into this Agreement;

## all information relating to trade secrets, markets, marketing plans, business opportunities, research, assets, liabilities, prices, costs, revenues, profits, finances, investors, products, product plans, development efforts, know-how, patents, inventions, algorithms, equipment, ideas, formulae, programs, user interfaces, software, software source documents, designs, sketches, schematics, drawings, works of authorship, models, procedures, processes, techniques, methods, strategies, research, organization, employees, agents, resellers, contracts, customer data, and customer information; and

## any other information that Recipient knows or reasonably should know to be Confidential Information of Company.

## Confidential Information does not include information that:

## is generally available to the public;

## Contractor has received from a third party without any obligation of confidentiality;

## was in the possession of Contractor prior to receipt without any related obligation of confidentiality; or

## Contractor has independently developed without using material or information received from Client.

## Contractor agrees to take reasonable measures to prevent disclosure of any Confidential Information received from Client. Contractor is prohibited from using Confidential Information for any purposes other than performing its obligations under this Agreement.

## Contractor may provide access to Confidential Information if required to do so by law, rule, or regulation, provided that Contractor gives as much notice as is reasonably practical and provides reasonable assistance to Client in challenging the disclosure required by law, rule, or regulation.

## Contractor’s obligations with respect to Confidential Information will survive until the Confidential Information is destroyed.

## If Contractor breaches any of its obligations with respect to confidentiality or unauthorized use of Confidential Information, Client will be entitled to equitable relief to protect its interest in its Confidential Information, which includes injunctive relief and monetary damages.

# CONTRACTOR’S EMPLOYEES, CONSULTANTS AND AGENTS

## Contractor will ensure that each of its employees, consultants and agents who will have access to any Confidential Information or perform any Services has entered into a binding written agreement that is expressly for the benefit of Client and protects Client’s rights and interests to at least the same degree as Section 8. Client reserves the right to refuse or limit Contractor’s use of any employee, consultant or agent or to require Contractor to remove any employee, consultant or agent already engaged in the performance of the Services if such employee, consultant or agent refuses to sign such binding written agreement. Client’s exercise of such right will in no way limit Contractor’s obligations under this Agreement.

# NO CONFLICTS OF INTEREST

## During the term of this Agreement, Contractor will not accept work, enter into a contract, or accept an obligation from any third party that is inconsistent or incompatible with Contractor’s obligations, or the scope of Services rendered for Client, under this Agreement. Contractor warrants that there is no other contract or duty on its part inconsistent with this Agreement. Contractor agrees to indemnify Client from any loss or liability incurred by reason of the alleged breach by Contractor of any services agreement with any third party.

# NONINTERFERENCE WITH BUSINESS

## Contractor agrees that during the term of this Agreement and for one year thereafter Contractor will not, without Client’s express written consent, either directly or indirectly engage in any employment or business activity that is competitive with, or would otherwise conflict with, the Services rendered to, or that would otherwise interfere with the business of, the Client. Contractor agrees that during the term of this Agreement, and for one year thereafter, Contractor will not either directly or indirectly solicit or attempt to solicit any employee, independent contractor, or consultant of Client to terminate his, her or its relationship with Client in order to become an employee, consultant, or independent contractor to or for any other person or entity.

# TERM AND TERMINATION

## **Term**. The term of this Agreement is specified in the Project Key Terms.

## **Termination** without Cause. Client may terminate this Agreement with or without cause at any time upon 5 days’ prior written notice to Contractor. Contractor may terminate this Agreement without cause at any time when no Project Assignment is in effect upon 15 days’ prior written notice to Client.

## **Termination for Cause**. Either Party may terminate this Agreement immediately in the event the other Party has materially breached the Agreement and failed to cure such breach within 15 days after notice by the non-breaching Party is given.

## **Renewal**. This Agreement will automatically renew on its anniversary date for the same term, unless Client provides 5 days’ written notice prior to any such anniversary date that the Agreement will not renew.

## **Survival**. The rights and obligations contained in Sections 3 (Ownership of Work Product), 4 (Other Rights), 5 (License to Preexisting IP), 6 (Representations and Warranties), 8 (Confidentiality) and 11 (Noninterference with Business) will survive any termination or expiration of this Agreement.

# MISCELLANEOUS.

## **Successors and Assigns**. This Agreement will be binding on the Parties’ successors and assigns.

## **Modification; Waiver**. This Agreement may not be modified or amended except by a written instrument signed by both Parties. No waiver will be implied from conduct or failure to enforce rights, and no waiver will be effective unless in writing signed on behalf of the Party against whom the waiver is asserted. The exercise of any right or remedy provided in this Agreement will be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited in this Agreement.

## **Notices**. All notices and other communications required or permitted by this Agreement to be in writing will be effective upon receipt, which must be acknowledged by the receiving Party, and must be sent by hand, e-mail, facsimile, or air courier to the address provided on this Agreement’s signature page. The Parties may change the names, addresses and e-mail addresses for notices by means of a written notice given to the other Party at least 5 days prior to the effective date of such change.

## **No Third-Party Beneficiaries**. This Agreement has been entered into for the sole benefit of the Parties and does not confer any benefits on any third parties.

## **Governing Law**. This Agreement and all actions arising out of or in connection with this Agreement will be governed by and construed in accordance with the laws of the State of New York, excluding its conflict-of-laws provisions.

## **Resolution of Disputes**. The Parties will attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity of this Agreement through binding arbitration conducted in accordance with the rules of the American Arbitration Association in New York. Any award issued as a result of such arbitration will be enforceable in any state or federal court.

## **Waiver of Jury Trial**. The Parties waive their rights to a trial by jury of any dispute relating to this Agreement.

## **Severability**. If any of the provisions of this Agreement are or become illegal, unenforceable, or invalid (in whole or in part for any reason), the remainder of this Agreement will remain in full force and effect without being impaired or invalidated.

## **Survival**. Termination of this Agreement does not release any Party from liabilities or obligations set forth in the Agreement which (a) the Parties have expressly agreed would survive termination or (b) remain to be performed.

## **Entire Agreement**. This Agreement contains the entire understanding of the Parties with respect to the matters contained in it and supersedes all previous agreements and undertakings of the Parties relating to the same subject matter.

\* \* \*