



## Independent Contractor Agreement

This Independent Contractor Agreement dated the     day of     , 200 .

**BETWEEN:**

**Online Virtual Office Solutions**

**(“Online Virtual Office Solutions”)**

AND

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

**(the “Contractor”)**

**WHEREAS:**

Online Virtual Office Solutions wishes to retain the services of the Contractor and the Contractor is willing to provide services to Online Virtual Office Solutions on the terms and conditions of this Agreement (the “Agreement”).

**THIS AGREEMENT WITNESSES** that, in consideration of the mutual obligations set out below and for other good and valuable consideration; the receipt and sufficiency whereof are hereby acknowledged, the parties agree as follows:

**1. Engagement of Services**

- 1.1 The Contractor agrees to perform the services for Online Virtual Office Solutions as described in Schedule “A” attached to and forming part of this agreement (the “Project”).
- 1.2 Since Online Virtual Office Solutions has engaged the Contractor to perform the services for the project based on the Contractor’s unique experience, qualifications and skills, the Contractor agrees that he shall not subcontract, delegate or assign any obligations under this Agreement to a third party without Online Virtual Office Solutions’ prior written consent.
- 1.3 The Contractor shall perform the services on the Project to the satisfaction of Online Virtual Solutions in a competent, careful timely and professional manner.

**2. Compensation**

- 2.1 Online Virtual Office Solutions shall pay the Contractor compensation for his services on the terms and conditions described in Schedule “B”, which is attached to and forms part of this Agreement.
- 2.2 The Contractor shall not be entitled to reimbursement for any expenses incurred in connection with his performance of the services for the Project, except as provided in Schedule “B”, unless those expenses are approved in advance and in writing by Online Virtual Office Solutions.

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**Online Virtual Office Solutions**

PO Box 281 Oshkosh, NE United States 69154

Phone 308-535-1900

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2.3 Online Virtual Office Solutions shall pay the Contractor for his or her services and for any approved expenses within thirty (30) days EOM (end of month) of the date of the Contractor's invoice.

**3. Confidentiality**

3.1 In performing services for the Project the Contractor shall keep in confidence and not use or disclose, either during or after the term of his or her engagement, any proprietary or confidential information or know-how belonging to Online Virtual Office Solutions ("Confidential Information") whether or not in written form, except to the extent required to perform the services on behalf of Online Virtual Office Solutions. In this Agreement, Confidential Information refers to any information not generally known in the relevant trade or industry, which he obtains from Online Virtual Office Solutions or which he learns, discovers, develops, creates, conceives, originates or prepares in the course of rendering services for the Project. Such Confidential Information includes, but is not limited to, computer software and computer programs; technical and business information relating to Online Virtual Office Solutions' products, project ideas, research and development data, finances and contracts, clients and customer lists, marketing, production and future business plans, and any other information which is identified as confidential to Online Virtual Office Solutions.

3.2 Upon termination of this engagement for the Project, the Contractor shall deliver to Online Virtual Office Solutions, without keeping any copies, all written and tangible material in his possession which incorporates the Confidential Information or otherwise relates to the business of Online Virtual Office Solutions, including, without limitation, writings, designs, documents, records, data, memoranda, photographs, illustrations, electronic mail files, sound recordings, tapes and disks containing software, computer source code listings, routines, file layouts, record layouts, system design information, models, manuals, documentation and notes.

**4. Disclosure of Work**

4.1 The Contractor shall promptly and fully disclose and describe to Online Virtual Office Solutions all the work that he conceives, creates, develops or reduces to practice, in the course of performing the services for the Project, including, without limitation, any work protectable by copyright, any new or useful art, music, sound effects, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how, which work:

(a) relates, at the time of conception, creation, development or reduction to practice, to Online Virtual Office Solutions' business or projects or actual or demonstrably anticipated research or development;

(b) is conceived, created and developed or reduced to practice, in whole or in part on Online Virtual Office Solutions' time or with the use of any of Online Virtual Office Solutions' equipment, supplies, facilities or Confidential Information; or

(c) results from any of the services performed by the Contractor for Online Virtual Office Solutions on the Project.(the "Online Virtual Office Solutions work").

4.2 The Contractor represents that his performance of all of the terms and conditions of this Agreement does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data of a third party and that the Contractor will not disclose to Online

Virtual Office Solutions, or induce Online Virtual Office Solutions to use, any confidential information belonging to third parties unless the use or disclosure is authorized in writing by such owners.

- 4.3 The Contractor further represents that any inventions or works protectable by copyright which relate to Online Virtual Office Solutions' actual or anticipated business or research and development and which the Contractor has conceived, authored, developed, made or reduced to practice prior to the Effective Date of this Agreement (as defined in paragraph 12.1), have been disclosed to Online Virtual Office Solutions as described in Schedule "C", attached to and forming part of this Agreement (the "Pre-existing Work"). This Pre-Existing Work is not assigned to Online Virtual Office Solutions. However, if the Contractor uses such Pre-Existing Work in performing his services for the Project, the Contractor hereby grants to Online Virtual Office Solutions a royalty-free, worldwide, non-exclusive license with the right to sublicense, to convert to digital machine readable form, produce, reproduce, publish, adapt, modify, record, present, use, communicate, market, promote, distribute and sell such Pre-Existing Work in as part of the Project and in all Online Virtual Office Solutions products.

**5. No Conflict of Interest**

- 5.1 The Contractor shall not, during the term of this Agreement, accept work or enter into a contract or accept an obligation which is inconsistent or incompatible with the Contractor's obligations or the scope of the services to be rendered to Online Virtual Office Solutions for the Project under this Agreement.

**6. Representations and Warranties**

- 6.1 The Contractor represents and warrants that:

(a) the Online Virtual Office Solutions work and any Pre-Existing Work which he contributes to the Project will be original and will not infringe upon or violate any patent, copyright, industrial design, trade secret or other property right of any of his former employees, clients or any other third party;

(b) he is the sole author of the Online Virtual Office Solutions work and any Pre-Existing Work which he contributes to the Project and such work will be free of all encumbrances, security interests, licenses, liens, charge or other restrictions;

(c) he has the full power and authority to enter into this Agreement.

**7. Indemnity**

- 7.1 The Contractor agrees to defend, indemnify and hold Online Virtual Office Solutions, its officers, directors, sublicenses, distributors, retailers, customers, employees and agents harmless from and against any claims, actions or demands alleging or resulting from a breach; of any of the warranties set out in paragraphs 4.2, 4.3 and 6.1 and any losses, costs or expenses incurred by Online Virtual Office Solutions, its officers, directors, sublicenses, distributors, retailers, customers, employees and agents in reviewing or responding to such claims, actions or demands, provided that Online Virtual Office Solutions gives the Contractor prompt notice of any such claim, suit or proceeding. Online Virtual Office Solutions agrees to assist the Contractor, at the Contractor's expense, in defending any such claim, suit or proceeding.

**8. Assignment and Waiver**

- 8.1 The Contractor hereby irrevocably sells, assigns and transfers to Online Virtual Office Solutions all his right, title and interest worldwide in and to any Online Virtual Office Solutions Work, including, without limitation, all copyrights, trademarks, industrial designs, trade secrets, all contract and licensing rights and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known.
- 8.2 The Contractor hereby waives his moral rights to Online Virtual Office Solutions Work or any Pre-Existing Work and to the enforcement of all such rights and all claims and causes of action of any kind with respect to any of the foregoing against Online Virtual Office Solutions, its distributors, assigns, sublicenses and customers, whether now known or hereafter to become known.
- 8.3 If the Contractor has any rights in and to the Online Virtual Office Solutions Work that cannot be assigned to Online Virtual Office Solutions or waived, he hereby grants to Online Virtual Office Solutions and to its respective successors and assigns, and exclusive, worldwide, royalty-free license during the term of the rights to convert to machine readable digital form and to reproduce, distribute, modify, perform, record, publish, present and display such material, with the right to sublicense and assign such rights in and to the Online Virtual Office Solutions Work including, without limitation, the right to use the Online Virtual Office Solutions Work and the Pre-Existing Work in any way whatsoever.
- 8.4 The Contractor agrees not to challenge, or to assist any third party in challenging Online Virtual Office Solutions' ownership of the Online Virtual Office Solutions work or its right to exploit the Pre-Existing Work as contemplated in paragraph 4.3.

## **9 Further Acts**

- 9.1 The Contractor agrees to execute all documents reasonably requested by Online Virtual Office Solutions to perfect or further evidence of the foregoing assignment, waiver and/or license, as the case may be, and to provide all reasonable assistance to Online Virtual Office Solutions, at its expense, in protecting and enforcing the full benefit, enjoyment, rights and title worldwide in the Online Virtual Office Solutions Work and royalty free, worldwide, non-exclusive license to exploit the Pre-Existing Work in the Project, including, without limitation, executing documents and cooperating in the registration and enforcement of applicable patents, copyrights, industrial designs, trade marks or other legal proceedings.

## **10. Appointment of Attorney-in-Fact**

- 10.1 If Online Virtual Office Solutions is unable for any reason whatsoever to secure the Contractor's signature to any lawful and necessary document to apply for or execute any patent, copyright or other applications with respect to any Online Virtual Office Solutions work (including improvements, renewals, extensions, continuations, or divisions), the Contractor hereby irrevocably appoints Online Virtual Office Solutions and its duly authorized officers and agents as his agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by the Contractor.

## **11. Relationship**

- 11.1 The Contractor acknowledges and agrees that his relationship with Online Virtual Office Solutions is that of an independent contractor and that nothing in this Agreement is intended to or should be interpreted to create a partnership, joint venture or employment relationship.

11.2 The Contractor shall be responsible for payment of his own income tax, Pension and any Worker's Compensation insurance premiums relating to compensation received from Online Virtual Office Solutions for rendering services on the Project.

**12. Term**

12.1 This Agreement shall commence on the first day that the Contractor rendered services for the Project (which date shall be deemed to be the Effective Date of this Agreement) and shall terminate on the later of \_\_\_\_\_ or upon completion and Online Virtual Office Solutions' acceptance of the deliverables as outlined in Schedule "A", not to be unreasonably withheld, unless earlier terminated in accordance with the terms of this Agreement.

**13. Termination**

13.1 Either Online Virtual Office Solutions or the Contractor may terminate this Agreement for a material breach at any time upon \_\_\_\_\_ days written notice to the other party.

13.2 No termination shall in any way operate to deny the party giving the notice of termination of its rights under this Agreement or remedies at law or in equity, or to relieve the other party from any other obligation accrued prior to the effective date of termination.

13.3 During and for a period of two (2) years immediately following termination of this Agreement by either party, the Contractor agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment contractual or other relationship with Online Virtual Office Solutions.

13.4 Paragraphs 3.1, 3.2, 4.2, 4.3, 6.1, 7.1, 8.1, 8.2, 8.3, 8.4, 9.1, 10.1, 11.1, and 13.3 shall survive the termination of this contract.

**14. Governing Law**

14.1 This Agreement shall be governed by and interpreted in accordance with the laws of the United States and any federal laws United States of general application. The parties irrevocably attorn to the jurisdiction of the courts of Nebraska in respect to any and all matters arising out of or in connection with this Agreement.

**15. Notices**

15.1 Any notice or communication required to be given shall be made in writing and delivered to the party to whom notice is to be given. Notice shall be deemed to have been given at the time delivery is made.

**16. Time of the Essence**

16.1 Time shall be of the essence of this Agreement and no extension or variation of this Agreement or any obligation hereunder shall operate as a waiver of this provision.

**17. Entire Agreement**

17.1 This Agreement embodies the entire Agreement between the parties and supersedes any and all prior agreements with respect to the engagement of the Contractor to render services for the Project and may not be amended or modified except in writing signed by both parties.



## Independent Contractor Agreement

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### 18. Severability

18.1 If any provision or portion of this Agreement or its application proves to be invalid or unenforceable, this shall not affect any other provision or portion which shall remain separately valid and enforceable to the fullest extent permitted by law.

### 19. Heirs Successors and Assigns

19.1 This Agreement shall be binding upon the legal heirs, successors and permitted assigns of either of the parties.

**In Witness Whereof** Online Virtual Office Solutions and the Contractor have hereunto executed this Agreement as of the day and year first above mentioned.

\_\_\_\_\_  
**Dianna Lambert - Online Virtual Office Solutions**

\_\_\_\_\_  
**[Full Name and Contractor Name]**