**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this “Agreement”), effective as of **[Month Date, Year]** (the “Effective Date”), is made by and between Global Philanthropy Partnership (“GPP”), and **[Name of Independent Contractor]**, **[Address of Independent Contractor]** (“Contractor”).

 WHEREAS, GPP desires to engage Contractor to perform certain services for the Urban Sustainability Directors Network, a sponsored project of GPP (the “USDN”), and Contractor represents that it is duly qualified and desires to provide such services.

 NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Services. Contractor agrees to provide and furnish to **[the USDN on behalf of GPP]** the services described in the **[Proposal for Services]** attached hereto as Exhibit A (the “Services”). The Services are incorporated herein by reference and are specifically covered by the terms and conditions of this Agreement; provided, however, that the terms of this Agreement shall prevail in the event of a conflict. Contractor is responsible for the satisfactory completion of the Services, which must be performed in a professional manner. Contractor is liable for a failure to complete the Services **[by Month Date, Year]**.

2. Term and Termination. This Agreement shall be effective as of [**Month Date, Year]**, and shall continue until **[Month Date, Year]**. Either party may, with or without cause, terminate this Agreement by giving the other party at least **[thirty (30)]** days advance written notice. The parties may, by written agreement, extend this Agreement for additional time periods. GPP may terminate this Agreement immediately and without notice if, in the judgment of GPP, Contractor has demonstrated unsatisfactory performance of its obligations hereunder.

3. Independent Contractor Status.

(a). It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture, or partner of GPP or the USDN. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Contractor and GPP or between Contractor and the USDN. Both parties acknowledge that Contractor is not an employee under the laws or regulations of any government or governmental agency, including but not limited to, any federal, state, or local taxing authority. GPP shall not provide any employee benefits to Contractor. GPP shall not withhold from Contractor’s Fee, as set forth below, any amounts for income taxes or other similar assessments. Contractor shall be responsible for all such taxes and similar payments, if any. Contractor agrees to provide documentation as may be necessary to support an exemption from withholding.

(b). Contractor is free to perform work for any other entity or business during the term of this Agreement and is not required to devote its full time and energy to the performance of the Services contracted for in this Agreement.

(c). Neither Contractor nor GPP shall have any authority to bind the other in any respect or to assume or enter into any obligation for or on behalf of the other.

 4. Compensation. GPP agrees to pay Contractor at a rate of **[$\_\_\_\_\_]** per **[week/month]** of services rendered in connection with this Agreement, assuming approximately **[insert number]** hours of service will be provided each **[day/week]** during each **[week/month]** (the “Fee”). For each calendar **[week/month]** in which the Services are performed, Contractor must deliver invoices to the USDN on a **[weekly/monthly]** basis no later than **[five (5)]** business days after the completion of the calendar **[week/month]**. Fee payments will be payable to Contractor no more **[fifteen (15)]** days following Contractor’s submission of the invoice; provided, however, that no Fee payments will be payable until underlying invoice has been approved by GPP.

 5. Costs and Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of the Services.

 6. Taxes. As an independent contractor, Contractor understands and agrees that GPP will not be responsible for and will not make any tax or withholding deductions whatsoever from Contractor’s Fee, and that Contractor will be solely responsible for reporting its income and for paying all federal, state, and local taxes, including self-employment taxes, as required by law.

 7. No Claims, Liability. Contractor shall make no claims against GPP or the USDN for any claim, loss or damage to Contractor, either for personal injury, including death, or for injury to property of any nature, or otherwise in connection with the Services provided by Contractor under this Agreement. In no event shall GPP or the USDN be liable to Contractor or any third party for any consequential, special, incidental, or punitive damages, howsoever arising or relating to this Agreement or the performance of the Services.

 8. Indemnification. Contractor agrees to indemnify, defend, and hold GPP, the USDN, their governing boards, officers, employees, agents, and representatives harmless from and against any and all claims, demands, liabilities, and expenses (including attorneys’ fees) arising out of or directly or indirectly resulting from the negligent or wrongful acts or omissions or defective or improper performance of the Services by Contractor, Contractor’s employees, agents, or representatives.

 9. Insurance. Contractor represents and warrants that it has and shall maintain insurance policies that are appropriate and sufficient to protect Contractor’s business, including its provision of the Services, against all applicable risks.

 10. Compliance with Laws. All services rendered by Contractor and by its employees, agents, or representatives under or pursuant to this Agreement shall conform with and be in full compliance with all applicable laws, rules, ordinances, and regulations adopted or required by any federal, state, city, or town governmental agency. Contractor shall obtain all necessary permits and licenses required to perform the Services, if any, concurrent with the execution of this Agreement.

11. Ownership of Work Product.

(a). All rights, title, and interest in and to all work product and other deliverables relating to the Services provided hereunder, which Contractor, alone or jointly, during the term of this Agreement, creates, conceives, develops, or causes another to create, conceive, or develop (collectively, the “Work Product”), shall be vested solely in GPP. Contractor hereby acknowledges and agrees that all Work Product provided under this Agreement are “works made for hire” under the Copyright Act of 1976 as amended, and shall be the exclusive property of GPP. Contractor shall take all steps that may be reasonably required to perfect GPP’s ownership of the copyright in the Work Product. To the extent necessary to effect the foregoing, Contractor hereby assigns, and agrees to assign, to GPP all right, title, and interest in and to all Work Product created by Contractor in connection with the performance of services hereunder. The foregoing agreements as to ownership rights shall be fully effective without further documentation. However, at GPP’s request and expense, Contractor will execute, acknowledge, and deliver to GPP any assignments or other instruments as GPP may from time to time deem necessary or desirable to evidence, protect, record, enforce, or defend its right, title, or interest in and to the Work Product or any part of thereof.

(b). In addition to and without limiting the foregoing, Contractor agrees that to the extent it compiles any information or data in performing the Services, it is doing so on behalf of GPP, and it agrees that GPP is the sole owner of all such information and data and Contractor shall not use the information and data for any purpose other than for those set forth in this Agreement. To the extent necessary to effect the foregoing, Contractor hereby assigns, and agrees to assign, to GPP all right, title, and interest in and to all information and data compiled by Contractor in the performance of the Services hereunder. Contractor agrees to deliver a copy of all such information and data to GPP.

 12. Waiver. Waiver by one party hereto of a breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

 13. Assignment. Contractor may not assign this Agreement, or its performance of the Services under this Agreement, without the prior written approval of GPP. This Agreement shall be binding on and inure to the benefit of GPP, its successors, assigns, and any related or affiliated entity.

 14. Severability. In the event that this Agreement, any of its provisions, or the performance of any of its provisions, is found to be illegal or unenforceable under the law, GPP shall have the option to terminate this Agreement in its entirety effective immediately. In the alternative, GPP may excuse Contractor from performance of such portion or portions of this Agreement as shall be found to be illegal or unenforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

 15. Choice of Law. This Agreement and performance of the Services hereunder shall be governed by the laws of the State of Illinois, without regard to its conflict of laws principles.

 16. Entire Agreement; Amendment. This Agreement, including Exhibit A, constitutes the complete and exclusive statement of agreement between GPP and Contractor, and supersedes all prior proposals and all other agreements, oral and written, between the parties or between Contractor and the USDN relating to the subject matter of this Agreement. This Agreement may be modified only in writing signed by authorized representatives of each of the parties.

 IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the Effective Date first written above.

Global Philanthropy Partnership

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[INSERT LEGAL NAME OF CONTRACTOR]**

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibit A

(See **[Proposal for Services]** attached)