

INDEPENDENT CONTRACTOR (I.C.) AGREEMENT

INDEPENDENT CONTRACTOR (I.C.) AGREEMENT (this “*Agreement*”) dated as of _____ between The Institute of Electrical and Electronics Engineers, Incorporated, a New York not-for-profit corporation (the “*Institute*”), and _____ (“*Contractor*”), [a _____ resident] [a _____ corporation].

WHEREAS, the Institute desires to retain Contractor to render consulting, advisory, or other services for the Institute on the terms and conditions set forth in this Agreement, and Contractor desires to be retained by the Institute on such terms and conditions.

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Retention of Contractor; Services to be Performed.** The Institute hereby retains Contractor to render such services as the Institute may request. **Contractor hereby accepts such engagement and agrees to perform such services in Attachment 1 of this Agreement for the Institute upon the terms and conditions set forth in this Agreement.** During the Term (as defined in Section 2), Contractor shall devote such portion of [his/her/its] business time, attention, skill and energy to the business of the Institute as may be reasonably required to perform the services required by this Agreement, and shall assume and perform to the best of [his/her/its] ability such reasonable responsibilities and duties as the Institute shall assign to Contractor from time to time.

2. **Term.** The term of this Agreement shall commence on the date of _____ and shall continue until 31 December 200____, subject to the right of either party to terminate this Agreement as of the end of any calendar month upon not less than thirty (30) days written notice delivered by registered mail (recipient signature required) to the other party. At the end of the term of this Agreement, the Agreement will terminate unless both parties sign an addendum agreeing to extend the Agreement for an additional term that cannot extend past 31 December of the following year.

3. **Compensation.** As compensation in full for Contractor’s services hereunder, the Institute shall pay to Contractor a fee of \$ _____. The fee shall be payable to Contractor upon completion of the services described in Section 1 above. **[Alternatively, specify in Attachment 2, payments to be made periodically while a project is being completed, or commissions if payment is to be based on commissions. Use Attachment 2 for all additional information.]**

4. Expenses. The Contractor shall maintain offices separate from those of the Institute and shall bear all expenses and obligations incurred in connection with [his/her/its] the services provided, including, but not limited to, such expenses as those for mail, travel, entertainment, and telephone. *In rare cases, the Institute will reimburse certain expenses and disclose such in Attachment 2.*

5. Independent Contractor. In rendering services hereunder, Contractor shall be acting as an independent contractor and not as an employee or agent of the Institute. As an independent contractor, Contractor shall have no authority, express or implied, to commit or obligate the Institute in any manner whatsoever, except as specifically authorized from time to time in writing by an authorized representative of the Institute, which authorization may be general or specific. Nothing contained in this Agreement shall be construed or applied to create a partnership. Contractor shall be responsible for the payment of all federal, state or local taxes payable with respect to all amounts paid to Contractor under this Agreement; *provided, however,* that if the Institute is determined to be liable for collection and/or remittance of any such taxes, Contractor shall immediately reimburse the Institute for all such payments made by the Institute.

6. Confidential Information and Intellectual Property Rights of the Institute.

(a) Confidential Information. Except as permitted or directed by the Executive Director of the Institute, during the Term or at any time thereafter Contractor shall not divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of the business of the Institute) any confidential or secret knowledge or information of the Institute that Contractor has acquired or become acquainted with or will acquire or become acquainted with during the Term or during engagement by the Institute prior to the Term, whether developed by Contractor or by others, concerning any trade secrets, confidential or secret designs, processes, formulae, products or future products, plans, devices or material (whether or not patented or patentable) directly or indirectly useful in any aspect of the business of the Institute, any customer or supplier lists of the Institute, any confidential or secret development or research work of the Institute, or any other confidential information or secret aspects of the business of the Institute. Contractor acknowledges that the above-described knowledge or information constitutes a unique and valuable asset of the Institute acquired at great time and expense by the Institute and its predecessors, and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Institute would be wrongful and would cause irreparable harm to the Institute. Both during and after the Term, Contractor will refrain from any acts or omissions that would reduce the value of such knowledge or information to the Institute. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known in the form in which it was obtained from the Institute, other than as a direct or indirect result of the breach of this Agreement by Contractor.

(b) Intellectual Property Rights. Contractor agrees that all Intellectual Property created, conceived or made by Contractor in performing the services hereunder, whether or not

protectable, shall be solely owned by and the property of the Institute. For purposes of this Agreement, "Intellectual Property" includes, without limitation, discoveries, creations or ideas, processes, machines, useful or ornamental designs for articles of manufacture, or any improvement of the foregoing (whether or not patentable); all materials for which copyright may be sought including, but not limited to, writings, computer software programs, artistic works, designs, graphs, drawings, blueprints, audio and/or visual works or other works of authorship (whether or not copyrightable); marks, names, phrases, colors, designs or other indications useful to identify the origin of any goods or services (whether or not protectable as trademarks); trade secrets and know-how. All such Intellectual Property shall be deemed "work for hire." If any such Intellectual Property is deemed for any reason not to be a "work for hire," or if ownership of all rights, title and interest shall not otherwise vest exclusively in the Institute, Contractor hereby assigns, without further consideration, all rights, title and interest in such Intellectual Property to the Institute and agrees to execute and deliver, promptly on request, any documents which the Institute may reasonably request to evidence the Institute's exclusive rights as provided above and to enable or assist the Institute to obtain and protect its right therein.

7. Return of Records. Upon termination of this Agreement, Contractor shall deliver to the Institute all property that is in [his/her/its] possession and that is the Institute's property or relates to the Institute's business, including, but not limited to records, notes, data, memoranda, software, electronic information, models, equipment, and any copies of the same. Contractor shall permanently delete all of [his/her/its] electronic data containing such property.

8. Contractor Representations and Warranties. Contractor represents and warrants to the Institute as follows:

(a) Contractor certifies, to the best of its knowledge and belief, that Contractor and [his/her/its] principals:

(i) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; or (b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(iv) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Competing Activities. Contractor has disclosed to the Institute any and all other obligations, arrangements, agreements or interests of Contractor that may constitute or give rise to a conflict of interest on the part of Contractor given the nature and terms of this Agreement, and Contractor is not now under any obligation of a contractual or other nature to any person, firm, corporation or other entity which is inconsistent or in conflict with this Agreement, or which would prevent, limit or impair the execution of this Agreement or the performance by Contractor of Contractor's obligations hereunder.

9. Indemnification. Contractor shall indemnify, defend and hold harmless the Institute and its officers, directors, agents and employees from and against all claims, losses, expenses, fees (including attorneys' and expert witnesses' fees), costs and judgments that may be asserted against the Institute (a) that result from the acts or omissions of Contractor or (b) that result from or arise in any way out of any such claims by any third parties which are based upon or are the result of any breach of the warranties contained in Section 8.

10. Entire Agreement; Notice. This Agreement is intended by both parties hereto to constitute a final complete and exclusive expression of their agreement with respect to the subject matter hereof, and may be amended only in writing signed by both parties to the agreement. No waiver by either party of any terms of this Agreement or any breach shall be construed as a waiver of any subsequent breach of that or any other term or condition hereof. All notices to be given pursuant to this Agreement shall be given in writing by registered mail to the parties at their respective addresses first appearing in this Agreement or to such other address as to which either party shall notify the other in such manner.

11. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their successors and assigns; provided, however, that Contractor may not assign any of its rights or obligations hereunder without the prior written consent of the Institute.

12. Governing Law. This Agreement shall be governed by the laws of the State of New York and shall be deemed to have been accepted in said state. It may not be changed orally. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in New York in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

13. Financial Records Availability (*applicable if receiving U.S. Federal passthrough funding*). IEEE, IEEE's sponsoring agency the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the effort under this contract work for the purpose of complying with any audits, examinations, excerpts, and transcriptions. This right to access extends to independent auditors, as necessary to comply with the terms of OMB Circular A-133.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth in the first paragraph.

**THE INSTITUTE OF ELECTRICAL AND
ELECTRONICS ENGINEERS,
INCORPORATED**

(IEEE Originating Department)

By: _____
Signature

Name: _____
Please print

Title: _____
Please print

Date: _____

(Contractor)

* [Print Contractor Name]
(Name that corresponds to the taxpayer identification number entered on Form w-9)]

By: _____
Signature

Name (of signer): _____
Please Print

Date: _____

* If a social security number is entered on Form W-9, use the individuals name here. If an employer identification number is entered on Form W-9, use the business name here.

ATTACHMENT 1
(Required by Section 1)

The Contractor shall render the following services to the Institute:

ATTACHMENT 2

[If necessary, use this attachment to provide detail for the Compensation amount in Section 3 and other information as required].