

Independent Contractor Agreement for Professional Services



This Agreement shall be entered into between Heartland Area Education Agency ("AEA"), an area education agency under Iowa law, and _____ an independent contractor ("IC"), for the performance of certain services as outlined herein.

WITNESSETH:

WHEREAS, the AEA is seeking the services of a person/entity to perform

for the AEA; and

WHEREAS, IC has experience and expertise with regard to

and is interested in performing such services for and/or on behalf of the AEA; and

WHEREAS, IC and AEA desire to enter into an Independent Contractor Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants herein contained, the parties hereto, agree as follows:

1. **SERVICES TO BE PERFORMED:** IC shall perform the following services for the AEA and those other services as may be subsequently agreed to by mutual agreement of the parties. Add addendum if more space is needed.

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

- 2. DAYS AND TIMES OF SERVICE:** IC shall perform its services on days and times convenient to the IC, unless and until the AEA notifies IC, whether verbally or in writing, of any limitations or requests on the specific day and time such services may or shall be performed. If the parties have already agreed to certain times/dates for services, those dates are outlined here below:
- 3. INSTRUMENTATIONS:** IC shall be solely responsible for providing any instrumentations, equipment, supplies, vehicles, etc. necessary to accomplish the designated services listed in this Agreement, unless otherwise provided by the AEA. An example of a supply to be provided by the AEA includes, but is not limited to:
- 4. COMPENSATION AND TERMS OF PAYMENT:** The AEA shall agree to pay IC the amount of \$ _____ during the term of this Agreement as follows: per hour per day per month per year
per event one time. The AEA shall make said payment to IC, at the address provided by IC, within 30 days of receipt of invoice from IC.
- 5. REIMBURSEMENT OF EXPENSES:** IC shall be responsible for all personal travel and expense costs, including temporary living expenses, if necessary, incurred during the term of this Agreement. AEA will not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed between the parties in writing below:
- Expenses to be reimbursed by the AEA to IC are as follows:
- 6. PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION:** IC agrees to hold in trust and confidence any confidential and proprietary information or data relating to AEA and shall not disseminate or disclose such confidential information to any individual or entity, except IC's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality) and any other individuals specifically permitted in each instance by the AEA. Correspondingly, the AEA agrees to hold in trust and confidence any confidential and proprietary information or data relating to IC and shall disseminate or disclose such confidential or proprietary information to any individual or entity, except as to AEA's employees (who shall be under a duty of confidentiality) and any other individuals specifically permitted by IC.
- 7. OWNERSHIP OF MATERIALS AND DELIVERABLES:** IC agrees that all materials, work product and other deliverables (the "Deliverables") to be produced or provided under this Agreement and all intellectual property rights in or related to the Deliverables shall become and remain the sole and exclusive property of the AEA. The IC will be required to assign all right, title and interest in and to all of the foregoing to the AEA. As owner of the Deliverables and related intellectual property rights, the AEA may: (i) obtain and hold copyrights, patents or such other registrations or intellectual property protections with respect to the Deliverables as may be desirable or appropriate, (ii) adapt, change, modify, edit or use the Deliverables as

the AEA sees fit, including in combination with the works of others, (iii) prepare derivative works based on the Deliverables and publish, display and distribute any Deliverable(s) in any medium and (iv) sell, license, sublicense, lease or permit others to use the Deliverables and any intellectual property rights therein or related thereto, all without payment of any additional compensation to vendor.

- a. Yes
- b. No or
- c. **Limited License:** IC shall retain all intellectual property rights in or related to the Deliverables. However, IC hereby grants the AEA a non-transferable, non-sublicensable, non-exclusive, royalty-free, revocable license to use the Deliverables solely for the AEA's educational mission and in accordance with any written instructions provided below or attached by IC.

- 8. INDEPENDENT CONTRACTOR RELATIONSHIP:** The parties intend that this Independent Contractor Agreement create an independent contractor relationship between them. The AEA is interested only in the end results achieved by the Services of the IC and that they conform to the requirements specified in this Agreement. The manner of achieving those results and the right to exercise control or direction as to the details, means and method by which the services are completed is the responsibility of the IC. The IC is not an agent or employee of AEA for any purpose. Neither party shall be considered to be an agent, master or servant of the other party for any purpose whatsoever, and neither has any authority to enter into any contract, assume any obligations or make any warranties or representations on behalf of the other. IC accordingly waives any claim to any other payment or benefit of any kind, quantity or amount on account of performance, hereunder, except such payment as provided for in this Agreement. No workers' compensation insurance, or any other type of insurance (including, but not limited to, professional liability insurance), has been or will be obtained, by the AEA on account of IC. IC shall carry workers' compensation insurance, and the policy shall include a waiver of subrogation clause in favor of Heartland AEA. IC is responsible for all withholding taxes, Social Security, Unemployment, Workers' Compensation and other taxes and insurance and shall hold the AEA harmless for any claim for the same.
- 9. PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (Social Security tax), FUTA (federal unemployment tax), federal income tax, state income tax and state unemployment insurance tax.
- 10. FRINGE BENEFITS:** IC is not eligible for, and shall not participate in, any employee pension, health or disability insurance plan or other fringe benefit plan of the AEA, as a result of this Agreement.
- 11. INDEMNIFICATION:** The IC shall indemnify and hold the AEA harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the AEA may incur or sustain as a result of any breach of this Independent Contractor Agreement or negligent or other wrongful conduct in the performance of this Independent Contractor Agreement by IC or as a result of failure to pay any employment or income taxes arising out of IC's performance of services for the AEA. If a suit, action, arbitration or other proceeding is instituted by the AEA in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the AEA, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the AEA, including those incurred on appeal.

12. TERM: This Agreement shall begin on _____, and shall continue in effect until _____, unless terminated by either party in accordance with Section 13.

13. TERMINATION: This Agreement may be terminated by either party upon fourteen (14) days written notice, without penalty, should the other party fail to perform or otherwise breach its obligations under the Agreement. This Agreement may be terminated by the AEA, without cause and for its convenience, upon thirty (30) days written notice to the IC. Additionally, this Agreement may be terminated at any time upon mutual written agreement of the parties. Upon termination, IC shall be compensated for all services and Deliverables performed prior to the date of termination. Additionally, upon termination of the Agreement, AEA shall retain ownership in or will be granted possession or ownership of all Deliverables performed prior to the date of termination. IC agrees to work cooperatively with the AEA upon termination to ensure that all necessary ownership and possession is secured.

14. NOTICES: All notices given under this Agreement shall be in writing, made by certified mail, electronic mail or personal delivery to the parties hereto, at the following addresses:

Heartland AEA

Independent Contractor

Attn:

Address

6500 Corporate Drive

Johnston, IA 50131

Phone _____

Phone _____

Fax (515) 270-5880

Fax _____

Email _____

Email _____

The date of such notices will be deemed to be the date on which the notice is delivered, in the case of personal delivery, or the date on which the notice is delivered or attempted to be delivered as shown on the certified mail receipt, in the case of certified mail delivery.

15. COMPLIANCE WITH LAWS: IC agrees that during the term of this Agreement and as a condition of the AEA's duty to perform under the terms of this Agreement that IC will be in compliance with all applicable federal and state laws, rules and regulations and the policies of the AEA.

16. ASSIGNMENT: IC acknowledges that IC's services are unique and personal. Accordingly, IC may not assign IC's rights or delegate IC's duties or obligations under this Independent Contractor Agreement without the prior written consent of the AEA.

17. WAIVER: No waiver of the breach of any terms or conditions of this Agreement shall be valid unless in writing, nor shall any such waiver constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

18. AMENDMENTS: This Independent Contractor Agreement may be supplemented, amended or revised only in writing by mutual agreement of the parties.

- 19. HEADINGS:** The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
- 20. SEVERABILITY:** If any provisions of this Agreement are determined to be invalid by a court of competent jurisdiction, then such provisions shall be deemed null and void but without invalidating the remaining provisions hereof.
- 21. GOVERNING LAW:** This Independent Contractor Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.
- 22. FORCE MAJEURE:** Notwithstanding anything contained in this Agreement to the contrary, neither party shall be liable to the other for failure to comply with any obligation under this Agreement, nor shall any charges or payments be made in respect thereof, if prevented from doing so by reason of a contingency beyond the reasonable control of the parties, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.
- 23. ENTIRE AGREEMENT:** This Agreement, in addition to the proposal of IC submitted to the AEA for consideration, shall be the entire agreement of the parties and no other representations, promises or agreements, oral or otherwise, shall be of any force or effect.
- 24. COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

This Agreement signed and dated this _____ day of _____, 20_____.

Independent Contractor

By: _____

Title: _____

Signature for Heartland Area Education Agency

By: _____

Title: _____



Date _____

Please complete the following information. Heartland AEA is required by law to file Form 1099 with the IRS for recipients of miscellaneous income, rents, royalties, fees and compensation for services rendered during a calendar year. Payment of your next invoice cannot be made until this form is completely filled out and returned. If you do not provide Heartland AEA with this information, your payments may be subject to federal income tax backup withholding of 30% and a \$50.00 penalty under IRS section 6723 may be imposed.

Instructions: Part 1, complete the row of boxes that corresponds to your tax status. Complete Part 2 only if you are exempt from 1099 reporting. Complete Part 3 by signing, dating and returning the form to the Heartland AEA Business Office at the address listed below.

PART 1 TAX STATUS: (Complete one row of boxes) PEID Number (Heartland AEA assigns)

Individual:	Individual Name	Individual's Social Security Number
Sole Proprietor:	Business Owner's Name	Business Owner's SSN Employer ID Number -
Partnership, LLC:	Business Name LLC filing as Sole Proprietor LLC filing as Corporation LLC filing as Partnership Partnership	Employer ID Number -
Corporation, Exempt Charity, Other:	Name of Corporation	Employer ID Number -

Citizenship: U.S. Citizen Resident Alien Other _____
(Please specify)

Name and address used when filing with the IRS:

Business Name _____

Street Address _____

City _____ State _____ Zip Code _____

Iowa Vendors: If you are a Targeted Small Business (TSB), check here.

PART 2 EXEMPTION: If exempt from backup withholding, check the reason:

Corporation Charity/Non-Profit Government Agency

PART 3 CERTIFICATION: I certify under penalty of perjury that the information on this form is true, correct and complete.

Signature _____ Date _____

Name _____ Phone _____
(printed or typed)

Title _____

Thank you,
Sheree Bergstrom, Accounts Payable Specialist | (515) 473-6652 | FAX (515) 270-5880 | acctspay@heartlandaea.org