

HEIFER PROJECT INTERNATIONAL
INDEPENDENT CONTRACTOR AGREEMENT TERMS & CONDITIONS
Updated by Legal Services/Procurement as of July 27, 2018

Article 1.0 Defined Terms. As used herein, the following words shall have the following meanings, and any other capitalized words herein shall have the meanings assigned to them below or in the Agreement:

- (a) **"Agreement" or "Independent Contractor Agreement"** means the Independent Contractor Agreement entered into in connection with sale and purchase of Services and/or Goods, and includes these Terms & Conditions.
- (b) **"Confidential Information"** means HPI's trade secrets and/or proprietary, secret, confidential and/or other information including, but not limited to, project participant identities, donor identities and prospect lists, donor-giving history, donor biographical data, donor demographic data, fundraising and business strategies, materials, processes, procedures, systems, computer programs, devices, individuals associated with business, internal operations, personnel records, financial information, and any other data, of any kind, not generally available to the public.
- (c) **"Contact Information"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (d) **"Contractor"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (e) **"Effective Date"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (f) **"Expenses"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (g) **"Fees"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (h) **"HPI" or "Heifer"** means Heifer Project International, a nonprofit corporation formed under the laws of the State of Arkansas, United States of America, carrying out its charitable work internationally.
- (i) **"Indemnified Party"** shall have the meaning assigned to it in **Article 5.0**.
- (j) **"Indemnifying Party"** shall have the meaning assigned to it in **Article 5.0**.
- (k) **"Insurance Amount"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (l) **"Non-Terminating Party"** shall have the meaning assigned to it in **Article 9.0**.
- (m) **"Parties"** means HPI and Contractor.
- (n) **"Party"** means HPI or Contractor.
- (o) **"Prior-Owned IP"** shall have the meaning assigned to it in **Article 8.0**.
- (p) **"Services and/or Goods"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (q) **"Term"** shall have the meaning assigned to it in the Independent Contractor Agreement.
- (r) **"Terms & Conditions"** means these Independent Contractor Agreement Terms & Conditions.
- (s) **"Terminating Party"** shall have the meaning assigned to it in **Article 9.0**.
- (t) **"Work Product"** means any intellectual property (including but not limited to copyrights, trademarks, servicemarks, and patents), intellectual property rights, deliverables, manuals,

works, ideas, discoveries, inventions, products, writings, photographs, videos, drawings, lists, data, strategies, materials, processes, procedures, systems, programs, devices, operations, or information developed in whole or in part by or on behalf of Contractor or its employees or agents in connection with the Services and/or Goods.

Article 2.0 Standard of Care. Contractor shall perform the Services and/or provide the Goods in accordance with this Agreement, and within the standards of care accepted within the applicable community for similar goods and services. Contractor may not subcontract under or in connection with this Agreement without HPI's prior written consent, which HPI may withhold in its sole and absolute discretion.

Article 3.0 Representations, Warranties, and Covenants. Contractor represents, warrants, and covenants that as of the Effective Date and throughout the Term (a) it is complying and shall continue to comply with any and all applicable law in the accomplishment of any and all activities undertaken in connection with this Agreement, (b) it is not, does not employ or associate with, and is not owned, controlled by, or acting for or on behalf of (i) a "suspected terrorist" as defined in Executive Order 13224, (ii) a person that is on the Specially Designated Nationals List maintained by the Treasury Department's Office of Foreign Assets Control, or (iii) a person with whom HPI is prohibited from doing business under any anti-terrorism laws of the United States, and (c) it has full power and authority to enter into this Agreement and to grant the rights and licenses granted herein, and it has not previously assigned, transferred, or otherwise encumbered said rights or licenses.

Article 4.0 No License/Confidentiality. This Agreement does not grant Contractor (a) a license to use the name "Heifer Project International", or any variation of said name, or (b) a license to use any of HPI's intellectual property. In connection with this Agreement, Contractor may receive access to Confidential Information. Contractor is prohibited from disclosing Confidential Information to any third party unless authorized in writing by HPI's Chief Executive Officer or her/his designee, and said third party recipient agrees in writing to maintain the secrecy thereof. Contractor shall undertake reasonable measures to protect, and maintain the confidential nature of, the Confidential Information, and said measures shall be no less rigorous than those Contractor undertakes in protecting its own confidential information.

Article 5.0 Indemnification/Insurance. Each Party (the "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party (the "Indemnified Party"), along with the Indemnified Party's agents, directors, officers, representatives, successors, assigns, and employees, from and against any and all claims, demands, damages, actions, causes of action, and liabilities which may result from, arise out of, or relate to (a) any negligent conduct, reckless conduct, or intentional misconduct of the Indemnifying Party in connection with this Agreement, or (b) Indemnifying Party's breach of this Agreement. At all times after signing this Agreement, Contractor shall carry and maintain, at no expense to HPI, policy(ies) of commercial general liability

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insurance, including but not limited to insurance against assumed and contractual liability under this Agreement, bodily or personal injury, death, and property damage, to afford protection with limits, for each occurrence, of not less than the Insurance Amount; and if and to the extent required by law, policy(ies) of worker's compensation or similar insurance in form and amounts required by law; and, if international travel is contemplated under this Agreement, policy(ies) of travel, health, medical assistance, and evacuation insurance. Each such policy, or a certificate thereof together with a duplicate copy of such policy, shall be promptly deposited with HPI by Contractor upon Contractor signing this Agreement.

Article 6.0 Notices. All reports, notices, demands or other communications hereunder must be in writing, and shall be deemed to have been given to the applicable Party (a) upon receipt, if delivered by hand or via a courier service requiring a written delivery receipt, (b) within **three (3) business days** of mailing, if sent via certified or registered mail, return receipt requested, or (c) upon sender's receipt of proof of a successful electronic transmission to the applicable Party, if sent via facsimile or electronic mail. Current Contact Information for the Parties is provided on the Independent Contractor Agreement, and may be updated by the applicable Party in writing from time to time.

Article 7.0 Relationship. Parties are independent contractors, and this Agreement is not intended to create, and shall not be construed as creating, a joint venture, partnership, agency, employment, or other relationship resulting in vicarious liability between Parties.

Article 8.0 Intellectual Property/Work Product.

Section 8.1 Ownership Generally. Subject to **Section 8.2** below, any Work Product shall be the exclusive property of HPI. Upon request, Contractor shall sign all documents and take any and all actions necessary to confirm or perfect HPI's exclusive ownership of the Work Product.

Section 8.2 Prior-Owned. Any intellectual property owned by a Party prior to the Effective Date ("Prior-Owned IP") shall remain that Party's sole and exclusive property. With regard to any of Contractor's Prior-Owned IP included in the Work Product, Contractor shall retain ownership, and hereby grants HPI a permanent, non-exclusive, royalty-free, worldwide, irrevocable right and license to use, copy, reproduce, publicly display, edit, revise, perform, and distribute said intellectual property, in any format or any medium, as part of the Work Product.

Section 8.3 Work Made for Hire. To the extent copyright laws apply to the Work Product, the Parties agree that (a) HPI specially ordered or commissioned the Work Product, (b) the Work Product is a "work made for hire" under United States copyright laws, and (c) HPI shall be deemed the author thereof and shall own all right, title, and interest therein. To the extent such rights, in whole or in part, do not vest in HPI as a "work made for hire", Contractor hereby irrevocably grants, assigns, and transfers to HPI, exclusively and in perpetuity, all of Contractor's rights of any kind or nature, now known or hereafter devised, in, to, and in connection with the Work Product, and HPI shall solely and

exclusively own any and all rights therein, and in the elements thereof, including but not limited to any and all allied, ancillary, subsidiary, incidental, and adaptation rights. Contractor hereby waives any and all rights known as "moral rights", and any similar rights, which Contractor may have in connection with the Work Product. The description of Services and/or Goods provided in this Agreement shall in no way limit the manner in which HPI may use the Work Product.

Article 9.0 Termination/Expiration. Either Party (a "Terminating Party") may terminate this Agreement at any time and for any reason by sending the other Party (the "Non-Terminating Party") **ten (10) calendar days'** prior written notice expressing Terminating Party's desire to terminate. Upon termination or expiration of the Agreement, Contractor shall immediately return all Confidential Information to HPI, along with any unearned Fees and all other HPI property in the possession of Contractor or its employees, contractors, or agents, including any Services and/or Goods or Work Product for which HPI has paid or agreed to pay, and shall not maintain any copies whatsoever of said Confidential Information or property. Except as otherwise specifically set forth herein, HPI shall have no further obligations to Contractor upon termination or expiration of this Agreement.

Article 10.0 Remedies. The Parties agree it may be impossible to measure in money the damages that may accrue by breach of this Agreement, and that any irreparable damage which would result from a breach or threatened breach of this Agreement may be remedied by specific performance, immediate injunction, or any other relief allowed by law.

Article 11.0 Miscellaneous. No amendment or modification of this Agreement shall be valid or effective, unless in writing and signed by both Parties. This Agreement is to be construed and enforced in accordance with the laws of the State of Arkansas and the United States of America, without regard to any applicable rules addressing conflicts of laws. The State courts in Pulaski County, Arkansas, and the United States District Court for the Eastern District of Arkansas, all located in Little Rock, Arkansas, shall have jurisdiction and venue with respect to any and all disputes arising in connection with this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein, and supersedes any prior or contemporaneous terms, representations, statements, or agreements, whether made orally or in writing, with respect to said subject matter. If any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Agreement. The failure or delay of HPI to require performance of, or to exercise any of its powers, rights, or remedies with respect to this Agreement, shall not affect HPI's right at a later time to enforce any such term or provision. This Agreement shall inure to the benefit of the Parties and their successors and heirs, but may not be assigned by Contractor in whole or in part. **Articles 1.0, 4.0, 6.0, 8.0, and 11.0** shall survive the termination or expiration of this Agreement.