

# INDEPENDENT CONTRACTOR AGREEMENT

This independent contractor agreement (the “**Agreement**”) is made and entered into as of July 1, 2022 (the “**Effective Date**”) between **THE MARYLAND CAREER DEVELOPMENT ASSOCIATION (MCDA), A DIVISION OF MARYLAND COUNSELING ASSOCIATION** (“**MCA**”), a

Maryland not-for-profit organization, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (candidates business name if applicable), a Maryland Independent Contractor, (the “**Contractor**”) (collectively, the “**Parties**”).

The MCDA requests the Contractor to perform services for it and may request the Contractor to perform other services in the future; and

The Parties therefore agree as follows: 1.0. **Term and Termination**.

* 1. This Agreement takes effect immediately as of the Effective Date, and remains in full force and effect until June 30, 2023, and will serve under the new administration for 2022-23.
	2. Either Party may terminate this Agreement for cause by providing the other Party written notice if the other Party: (i) is in material breach of this Agreement and has failed to cure such breach within five (5) days after its receipt of written notice of such breach provided by the non- breaching Party; (ii) engages in any unlawful business practice related to that Party's performance under the Agreement; or (iii) files a petition for bankruptcy, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or has a receiver, trustee or similar party appointed for its property.

1.3 This agreement can also be terminated by mutual agreement if services are no longer needed, or parties decide that a continuation is no longer in mutual best interest. If that is the case, termination of the contract must be in writing with 30 days’ notice after signing of both parties.

# Contractor Services.

* 1. During the Term, the MCDA may engage the Contractor to provide the following services as needed (the "**Services**"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

# Scope of work

**Website**

Modifications/updates and maintenance of the MCDA website. This may include the following:

Removing and/or adding pages to the site, changing color scheme or themes

Add newly elected officers and committee chairs, bios, and photos; adding photos from events to website

Calendar updates to include upcoming conferences, meetings, events, RFP submission deadlines, award submission deadlines

Posting Minutes from the board received from the secretary once approved by the Officers

Announcements for skill builders, networking events to include date, location, and cost

Remove/delete events and content as needed from the website Send email reminders about meetings and upcoming events

# Newsletter

With oversight of Newsletter Chair, assist in preparation of the quarterly newsletter to include requesting content, coordinating submissions, and producing the final newsletter

Send out newsletter to all members of MCDA via Wild Apricot

# MCDA Annual Conference

Set up and enable online and hard-copy pre-conference registration Provide on-site registration support

Create and prepare badges for the annual conference

Consolidate and distribute workshop proposals to Board for review/selection Prepare program book draft for review

Prepare evaluation summary following conference

# Other Administrative Duties

Assist PR Chair with posts to social media sites to produce and maintain brand awareness Support the preparation and dissemination of Board minutes as needed

Assist chair of Continuing Education Committee (CE) with preparation of materials for skill builder events and collecting and organizing evaluations and CE contact forms following the event

Scheduling periodic conference calls as needed

Other duties as assigned and mutually agreed between the parties.

* 1. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "**Contractor Personnel**"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel.

2.3 As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the "**Work Product**").

* 1. The Contractor shall notify the MCDA of any change(s) to the Contractor’s schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than 2 weeks prior to such change(s). If the Contractor becomes aware of such change(s) within the 2 weeks period, the Contractor shall promptly notify the MCDA of such change(s) within a reasonable amount of time.
	2. The work performed by the Contractor shall be performed at the following rate: **$50.00 per hour**. All travel expenses will be reimbursed based on the IRS travel reimbursement rates. The Contractor shall issue invoices to the MCDA's President within 30 days of completing the Services, unless otherwise instructed by the MCDA, and provide documentation as instructed by the MCDA's accounts payable department. The MCDA via the Maryland Counseling Association shall remit payment to the Contractor within 30 days of receiving the invoice from the Contractor.

The maximum number of hours will not exceed 80 per the 2022-2023 year. Any hours above 80 during the 2022-2023 year will be approved in advance by MCDA’s President.

Contractor will need to keep a detailed log of time spent on MCDA projects/work. The log will include meetings (by phone and in person) including start and end times. The log will be submitted monthly to the President of MCDA for approval and signature. In the absence of the President the President-Elect can approve and sign the log.

* 1. The MCDA shall not be responsible for federal, state, and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state, and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.

# Independent Contractor Status.

* 1. The Parties intend that the Contractor and any Contractor Personnel be engaged as independent contractors of MCDA. Nothing contained in this Agreement will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
	2. The Contractor may not act as agent for, or on behalf of, the MCDA, or to represent the MCDA, or bind the MCDA in any manner.
	3. The Contractor will not be entitled to worker's compensation, retirement, insurance, or other benefits afforded to employees of the MCDA.
	4. The Contractor should provide their own liability and workers compensation policy

3.5 The Contractor is not exclusive to MCDA

4.0. **Ownership**.

* 1. The Parties intend that, to the extent the Work Product or a portion of the Work Product qualifies as a "work made for hire," within the definition of Section 101 of the Copyright Act of the United States (17 U.S.C. § 101), it will be so deemed a work made for hire. If the Work Product or any portion of the Work Product does not qualify as work made for hire, and/or as otherwise necessary to ensure the MCDA's complete ownership of all rights, titles and interest in the Work Product, the Contractor shall transfer and assign to the MCDA all rights, titles, and interests throughout the world in and to all Work Product. This transfer and assignment includes, but is not limited to, the right to publish, distribute, make derivative works of, edit, alter, or otherwise use the Work Product in any way the MCDA sees fit.
	2. The MCDA grants the Contractor, a limited, non-exclusive, non-transferable, non-assignable, royalty free, worldwide license to display the Work Product on a platform personally controlled, in whole or in part, by the Contractor. The MCDA may revoke this license at any time by requesting the removal of the Work Product displayed by the Contractor. Upon such request, the Contractor shall remove the Work Product from the platform and provide written notification of such removal.

5.0. **Representations.** Both Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm or organization or any law or governmental regulation.

6.0. **Indemnification.** The Contractor shall indemnify and hold harmless the MCDA, its affiliates, and its respective officers, directors, agents, and employees from all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys’ fees and costs, arising out of, or relating to, the Contractor’s services under this Agreement.

# 7.0. Confidential Information.

* 1. Each Party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other Party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving Party reasonably should know is confidential (“**Confidential Information**”) as confidential and protect the Confidential Information with the same degree of care as each Party uses to protect its own Confidential Information of like nature.
	2. Confidential Information does not include any information that (i) at the time of the disclosure or thereafter is lawfully obtained from publicly available sources generally known by the public (other than as a result of a disclosure by the receiving Party or its representatives); (ii) is available to the receiving Party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iii) has been independently acquired or developed by the receiving Party without violating its obligations under this Agreement or under any federal or state law.

8.0. **Liability.** EXCEPT WITH RESPECT TO THE PARTIES’ INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BODILY INJURY, DEATH, LOSS OF REVENUE, OR PROFITS OR OTHER BENEFITS, AND CLAIMS BY ANY THIRD PARTY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, AND OTHER TORTS.

9.0. **Disclaimer of Warranty.** THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES MADE BY THE PARTIES HEREUNDER. EACH PARTY MAKES NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE MCDA DOES NOT PROVIDE ANY WARRANTY THAT OPERATION OF ANY SERVICES HEREUNDER WILL BE UNINTERRUPTED OR ERROR-FREE.

# 10.0 Miscellaneous Provisions.

* 1. This Agreement, and any accompanying appendices, duplicates, or copies, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, representations, and understandings of any kind, whether written or oral, between the Parties, preceding the date of this Agreement.
	2. This Agreement may be amended only by written agreement duly executed by an authorized representative of each party (email is acceptable).
	3. If any provision or provisions of this Agreement shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

* 1. This Agreement shall not be assigned by either party without the express consent of the other party.
	2. A failure or delay in exercising any right, power, or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power, or privilege.
	3. This Agreement is to be governed by and construed in accordance with the laws of the State of Maryland without reference to any principles of conflicts of laws, which might cause the application of the laws of another state. Any action instituted by either party arising out of this Agreement will only be brought, tried, and resolved in the applicable federal or state courts having jurisdiction in the State of Maryland. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, HAVING JURISDICTION IN THE STATE OF **MARYLAND.**

The Parties are signing this Agreement on the date stated in the introductory clause.

By:

Name: Natasha OrtizFortier

Title: President, MCDA

By:

Name:

Title: