

## **INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This Independent Contractor Services Agreement (this “**Agreement**”) is entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between the Climate Action Reserve, a California nonprofit public benefit corporation (the “**Reserve**”) and \_\_\_\_\_ (“**Contractor**”) (each individually a “**Party**” and collectively, the “**Parties**”).

WHEREAS, Contractor represents itself as a provider of [INSERT BRIEF DESCRIPTION OF SERVICES] and desires to provide certain services to the Reserve on an independent contractor basis, as more fully described below; and

WHEREAS, the Reserve desires to engage the services of Contractor and Contractor desires to become so engaged.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **Engagement.** The Reserve hereby engages Contractor, and Contractor hereby accepts such engagement, to perform the duties, responsibilities and services (“**Services**”) and to deliver the deliverables (“**Deliverables**”) described in the statement of work attached hereto as Exhibit A and incorporated herein by reference (the “**Statement of Work**”), and to perform such other duties and responsibilities as may be determined from time to time by the Parties.

2. **Term.** This Agreement shall be effective as of the Effective Date, and shall continue in full force and effect until the Services and Deliverables have been completed to the satisfaction of the Reserve in its sole discretion, or until its termination pursuant to Section 10 hereof, whichever occurs first (the “**Term**”).

3. **Compensation.** Contractor shall be paid in the amount set forth in the detailed budget and timeline attached hereto as Exhibit B and incorporated herein by reference (the “**Budget**”). The amount payable to Contractor as specifically set forth in the Budget (“**Fees**”) shall be Contractor’s sole and complete compensation for all Services and Deliverables provided by Contractor pursuant to the Statement of Work. No other fees will be owed to Contractor by the Reserve under this Agreement. Payment to Contractor of such undisputed Fees shall be due thirty (30) days following the Reserve’s receipt of the invoice for such Fees, provided that all Services and/or Deliverables have been performed and/or delivered, as required hereunder, to the satisfaction of the Reserve.

3.1 **Expenses.** For the avoidance of doubt, Contractor will be solely responsible for all expenses incurred by Contractor in connection with performing the Services or otherwise performing its obligations under this Agreement. The Reserve shall not reimburse Contractor for any expenses incurred in performing its obligations under this Agreement unless otherwise specified in Exhibit B.

4. **Independent Contractor Relationship.** The Reserve has agreed to engage Contractor as set forth herein, based in part on the representation that Contractor is an independent contractor. As such, Contractor understands and agrees that it is an independent contractor and not an employee of the Reserve for the Term of this Agreement. Nothing contained herein or in any document executed by the Parties shall be deemed or construed by the Parties or by any third

party as creating the relationship of principal and agent, employer-employee, joint enterprise or undertaking, partnership, fiduciary relationship, confidential relationship or special relationship. The Parties disclaim any intent to create a special, confidential or fiduciary relationship between them. Contractor shall only represent itself to be and shall only be considered to be by the Parties or any third party an independent contractor of the Reserve.

4.1 **Contractor's Employees.** To the extent Contractor hires employees in order to assist Contractor in performing the Services or delivering the Deliverables called for by this Agreement, Contractor understands and agrees that all such employees shall be its employees only and that the Reserve shall not be an employer of Contractor's employees. The Reserve shall have no responsibility for providing, and shall not provide, directions, instructions or supervision to Contractor's employees, if any. Only Contractor shall provide such directions, instructions and supervision. In addition, all decisions with respect to the employment of Contractor's employees, if any, shall be made solely and exclusively by Contractor, including, without limitation, decisions regarding hiring, firing, wages, hours, training and working conditions. The Reserve shall have no responsibility for or input into such decisions. Contractor agrees to indemnify, defend and hold the Reserve harmless from and against any costs, losses, damages, obligations, liabilities and expenses, including attorneys' fees, arising from or in connection with any claim asserted by any of Contractor's employees against the Reserve or Contractor.

4.2 **No Benefits.** Contractor understands and agrees that, because there is no employment relationship between it and the Reserve, neither Contractor nor Contractor's employees, if any, shall be entitled to any benefits accorded to the Reserve's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at its sole expense, and in its name, disability, worker's compensation or other insurance as well as any and all licenses and permits as are usual or necessary for the performance of the Services contemplated hereunder.

4.3 **Tax Obligations.** Contractor understands and agrees that it is solely responsible for all income and/or other tax obligations, if any, including but not limited to, all reporting and payment obligations, which may arise as a consequence of any payment by the Reserve to Contractor pursuant to this Agreement. This includes without limitation Contractor's full responsibility for payment of all Federal, State and local taxes or contributions imposed or required under Unemployment Insurance, Social Security and Federal and State Income and Franchise Tax laws. Contractor agrees to provide the Reserve with proof of payment of all such taxes upon demand.

## 5. **Intellectual Property.**

5.1 **Ownership.** All materials and other information furnished by the Reserve to Contractor, including without limitation confidential and proprietary information, shall be the sole and exclusive property of the Reserve.

5.2 **Work Made For Hire.** The Reserve forever owns throughout the universe in all media now or later known, from inception and during the Term, all right, title and interest (including without limitation worldwide rights of patent and copyright) in and to any and all of

Contractor's Deliverables and other work product (“**Work Product**”), which shall include without limitation all data, designs, methods, protocols, processes, algorithms, ideas, concepts, know-how, reports, plans, specifications, drawings, photographs, videotapes, schematics, discs, devices, prototypes, models, inventions and all other things, information, documents and items in any media (now known or hereafter developed) made during the course of or in contemplation of the entry into this Agreement and arising from or during the provision of the Services as a work-made-for-hire for the Reserve. The Reserve shall have the unrestricted right to utilize the Work Product, in whole or in part, or refrain from using the Work Product, at the Reserve’s election. The Work Product and all related rights emanating therefrom such as the right to reproduce, display, distribute, perform and prepare derivative works shall be owned solely by the Reserve and deemed to be the Reserve’s work made for hire under the U.S. copyright laws and similar laws of other countries and related international treaties and conventions.

5.3 **Assignment; Moral Rights.** With respect to any Work Product that does not fully qualify for treatment as a work made for hire under the applicable copyright laws, Contractor hereby assigns to the Reserve its entire right, title and interest in and to all of such Work Product, to the patent or copyright rights therein, to any registrations thereon and to any renewal or termination rights therein, without any additional remuneration. Contractor hereby waives all moral and similar rights in and to all works and material which Contractor has created or shall create or author for or at the instance of the Reserve, and agrees that the Reserve and its affiliates shall have the unlimited and absolute right to change, alter, revise, add to or subtract from such Work Product and material, together with the right to combine same and any element thereof with materials furnished or created by others, to the extent and in a manner the Reserve or any of its affiliates may determine in their sole and absolute discretion.

5.4 **Trademarks.** All names, trademarks, service marks, trade dress, symbols, designs and other similar designations which Contractor may develop during the Term of engagement by the Reserve for characters, concepts, products or other goods or services related to the business of the Reserve shall become the exclusive property of the Reserve, and are hereby assigned by Contractor to the Reserve, without any additional remuneration.

5.5 **Further Assurances.** Contractor will execute, acknowledge and deliver to the Reserve all documents and instruments, and perform all acts, necessary or desirable to confirm or accomplish the vesting or assignment of all copyright, patent, trademark or other intellectual property rights provided for herein, or to assist the Reserve in securing and/or protecting such rights.

## 6. **Confidentiality.**

6.1 **Confidential Information.** For purposes of this Agreement, “**Confidential Information**” shall mean all information related to the Reserve’s business (including without limitation all trade secrets, information related to business systems, computer programs and all other technical and business information, financial data, client lists, protocols and proprietary information of third parties provided to the Reserve in confidence) which the Reserve considers to be confidential or proprietary or which the Reserve has a duty to treat as confidential.

6.2 **Use and Disclosure.** During the term of this Agreement and at all times thereafter, Contractor will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, and (c) refrain from disclosing any Confidential Information to any third party without obtaining the Reserve's express prior written consent. Contractor will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects Contractor's own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care or industry-standard care.

6.3 **Exceptions.** Contractor's obligations under Section 6.2 will not apply to any particular information that Contractor can prove, by clear and convincing evidence, (a) Contractor lawfully knew prior to the Reserve's first disclosure to Contractor, (b) a third party rightfully disclosed to Contractor free of any confidentiality obligations, or (c) is, or through no fault of Contractor has become, generally available to the public. Additionally, Contractor will be permitted to disclose Confidential Information to the extent that such disclosure is expressly approved in writing by the Reserve, or is required by law or court order, provided that Contractor immediately notifies the Reserve in writing of such required disclosure and cooperates with the Reserve, at Reserve's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure, including filing motions and otherwise making appearances before a court.

6.4 **Removal; Return.** Contractor will not remove any tangible embodiment of any Confidential Information from the Reserve's facilities or premises without the Reserve's express prior written consent. Upon the Reserve's request and upon any termination or expiration of this Agreement, Contractor will promptly (a) return to the Reserve or, if so directed by the Reserve, destroy all tangible embodiments of the Confidential Information, (b) permanently erase all electronic files containing or summarizing any Confidential Information, and (c) certify to the Reserve in writing that Contractor has fully complied with the foregoing obligations.

## 7. **Contractor's Representations and Warranties.**

7.1 **General.** Contractor represents and warrants that:

(a) it will perform the Services in a professional manner with the degree of skill and judgment normally exercised by recognized professional firms performing the same of similar services;

(b) in the course of performing the Services, it will not infringe or misappropriate, and neither the Work Product nor any element thereof will infringe or misappropriate, any patent, copyright or other intellectual property rights of any other person;

(c) has full right, power, and authority to enter into and perform this Agreement;

(d) all individuals who contribute to or participate in the conception, creation, or development of the Work Product will have unconditionally and irrevocably assigned all of their right, title, and interest in and to the Work Product (and all intellectual

property rights thereto) to Contractor or directly to the Reserve before being allowed to begin performing Services; and

(e) it will comply with all laws, regulations, and ordinances applicable to Contractor's performance of the Services and Contractor's other obligations under this Agreement.

7.2 **Performance.** Contractor represents and warrants that the Work Product and the performance of all Services will fully conform to the standards, specifications, requirements, and other terms in the Statement of Work and this Agreement. In the event of a breach of this warranty, without limiting any other rights or remedies the Reserve may have, Contractor will promptly re-perform the Services or correct the Work Product at no additional charge to the Reserve.

8. **Indemnification.** Contractor shall indemnify and hold harmless the Reserve and its affiliates, and the directors, officers, agents, representatives and employees of all such entities (each an "***Indemnified Party***" and collectively "***Indemnified Parties***") from and against any and all liabilities, losses, damages, costs, expenses, causes of action, claims, suits, legal proceedings and similar matters, including without limitation reasonable attorneys' fees and expenses arising from or relating to any breach of any representation, warranty or obligation of Contractor in this Agreement or any intentional misconduct or negligence by Contractor or any of Contractor's employees, agents or subcontractors in performing the Services. In the event of any third party claim, demand, suit, or action (a "***Claim***") for which an Indemnified Party is or may be entitled to indemnification hereunder, the Reserve may, at its option, require Contractor to defend such Claim at Contractor's sole expense. Contractor may not agree to settle any such Claim without the Reserve's express prior written consent.

9. **Limitation of Liability.** IN NO EVENT WILL THE RESERVE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. THE RESERVE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES AND EXPENSES OWED BY THE RESERVE TO CONTRACTOR FOR SERVICES PERFORMED UNDER THIS AGREEMENT.

10. **Termination.**

10.1 **Termination by the Reserve.** The Reserve may terminate this Agreement at any time, with or without cause, for its convenience, effective upon thirty (30) days' notice to Contractor. In addition, the Reserve may terminate this Agreement immediately upon written notice to Contractor if Contractor breaches this Agreement or the Statement of Work, as the case may be, and fails to fully cure such breach to the Reserve's satisfaction within fifteen (15) days after the Reserve gives notice of the breach to Contractor.

10.2 **Termination by Contractor.** Contractor may terminate this Agreement immediately upon written notice to the Reserve if the Reserve breaches any of its material

obligations under this Agreement and fails to cure such breach within thirty (30) days after Contractor gives notice of the breach to the Reserve.

10.3 **Effects of Termination.** Upon termination of this Agreement for any reason, or earlier as requested by the Reserve, Contractor will deliver to the Reserve any and all data, documents and other materials (including all copies thereof) in Contractor's possession or control that contain, summarize, or disclose any Work Product including all Deliverables (in whatever stage of development or completion) or any other intellectual property provided by or on behalf of the Reserve. Upon termination of this Agreement by the Reserve without cause for its convenience, unless the Statement of Work expressly provides otherwise, the Reserve will pay Contractor Fees on a proportional basis as set forth in the Statement of Work for Services that are in progress or have been completed as of the effective date of such termination.

10.4 **Survival.** Sections 2, 4, 5, 6, 7, 8, 9, 10.3 and 11 will survive any termination or expiration of this Agreement.

## 11. **General Provisions.**

11.1 **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Contractor irrevocably consents to the personal jurisdiction of the state and federal courts located in Los Angeles County, California for any suit or action arising from or related to this Agreement, and hereby waives any right Contractor may have to object to venue in such courts.

11.2 **Arbitration.** Any dispute regarding any aspect of this Agreement or any act which allegedly has or would violate any provision of this Agreement or any law (each a "*Dispute*") shall be submitted to arbitration in Los Angeles, California, before an experienced arbitrator selected in accordance with the rules of the American Arbitration Association or its successor, as the exclusive remedy for any such claim or Dispute. The decision of the arbitrator shall be final, conclusive and binding upon the Parties. The prevailing Party in such arbitration shall be entitled to recovery of its costs and expenses including reasonable attorneys' fees incurred as a result of such arbitration. Should any Party to this Agreement pursue any Dispute by any method other than said arbitration, the responding Party shall be entitled to recover from the initiating Party all damages, costs, expenses and attorneys' fees incurred as a result of such action.

11.3 **Other Remedies.** Contractor acknowledges that certain breaches of this Agreement by Contractor would cause irreparable injury to the Reserve for which monetary damages would not be an adequate remedy and therefore, notwithstanding anything to the contrary in Section 11.2, the Reserve shall have the unrestricted right to seek equitable relief in any court of competent jurisdiction for any violation of Sections 5, 6 or 8 hereof, without the need of posting a bond or other form of security.

11.4 **No Assignment.** This Agreement and Contractor's rights and obligations under this Agreement may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by Contractor without the Reserve's express prior written consent. Any attempted

assignment, delegation, or transfer in violation of the foregoing will be null and void. The Reserve may freely assign this Agreement or any of its rights under this Agreement to any third party upon written notice to Contractor.

11.5 **Waiver**. All waivers must be in writing and signed by the Party to be charged. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of such provision or of any other provision on any other occasion.

11.6 **Severability**. If any provision of this Agreement is, for any reason, held to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.7 **Headings**. The headings used in this Agreement are for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

11.8 **Rules of Construction**. The Parties hereto acknowledge and agree that they have participated fully in the preparation, review and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11.9 **Notices**. Unless otherwise specified herein, any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, or seventy-two (72) hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the Party to be notified at such Party's address or facsimile number as set forth below, or as subsequently modified by written notice:

(a) if to the Reserve, to:

Gary Gero  
President  
Climate Action Reserve  
523 W. 6th Street, Suite 428  
Los Angeles, California 90014

(b) if to Contractor, to:

[Name]  
[Title]  
[Contractor]  
[Address]  
[City, State, Zip]

11.10 **Counterparts**. This Agreement may be executed in two or more counterparts (including by facsimile), each of which shall be deemed an original and all of which together shall constitute one instrument.

11.11 **Entire Agreement; Amendments**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous understanding, negotiations, discussions, communications and agreements (whether written or oral) between the Parties. This Agreement may not be amended, supplemented or modified unless such amendment, supplement or modification is in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

**“The Reserve”  
Climate Action Reserve**

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

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

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

**“Contractor”  
[Organization]**

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

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

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

Tax ID/SSN: \_\_\_\_\_

**EXHIBIT A**  
**STATEMENT OF WORK**

**EXHIBIT B**

**BUDGET AND TIMELINE**