

# CONTRACT PROGRAMMER AGREEMENT

THIS AGREEMENT (the "Agreement"), made and entered into this \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (hereinafter a \_\_\_\_\_ [type of organization], and \_\_\_\_\_ (hereinafter "Programmer"), an individual resident of the State of \_\_\_\_\_

## RECITALS

WHEREAS, the Company desires that Programmer provide certain computer services on an as-needed basis, including services relating to the design and development of computer software in the area of \_\_\_\_\_ (such software, information, trade secrets, copyrights, and patentable inventions, being hereinafter referred to as Program Materials);

WHEREAS, the Company and Programmer acknowledge that the Program Materials anticipated to be integrated into and to become part of certain proprietary products of the Company and thereafter to be licensed by the Company to third parties; and

WHEREAS, both the Company and Programmer desire to set forth in writing the conditions of their dealings, including rights as to the Program Materials;

NOW THEREFORE, in consideration of the premises hereof and the other conditions hereinafter set forth and other good and valuable consideration, the recitals of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

## Article 1

### SERVICES TO BE PROVIDED

- 1.1 On the terms and conditions set forth herein, the Company hereby agrees to perform the duties set forth in the attached Exhibit A [to be created by document] term hereof, on an as-needed basis, and Programmer hereby accepts such duties on the otherwise mutually agreed, all services shall be performed at the discretion of the Programmer agrees to use its best efforts, at a level consistent with person's level of education, experience, and expertise in the software industry, in the performance of the duties called for hereunder.
- 1.2 Nothing herein shall be deemed to preclude the Company from retaining other persons or entities undertaking the same or similar services as those undertaken by the Programmer from independently developing or acquiring materials or programs that are not competitive with, the services provided under this Agreement.

## Article 2

### AGREEMENT TERM

- 2.1 The term of this Agreement shall be for one year from the date first above set forth, unless the Company anticipates that it will require Programmer's services for not more than \_\_\_\_\_

This Banner Will Be Removed From Your Purchased Product

hours each per month. However, the actual services shall consist of  
achieved and shall be performed at mutually agreeable times on an as-needed

### Article 3

#### INDEPENDENT STATUS

- 3.1 Programmer agrees that it shall be acting as an independent contractor and shall not be deemed to be an agent, employee, Joint Venturer, or partner of the Company. Programmer shall have no authority to contract for or bind the Company in any manner and shall not be deemed as an agent of the Company or as otherwise authorized to act for or on behalf of the Company. Programmer shall have no status as employee or any right to any benefits that are available to its employees.

### Article 4

#### COMPENSATION

- 4.1 The Company agrees to pay Programmer at the rate of \$ \_\_\_\_\_ [per day] [per hour] [per day] [hour] of services rendered by Programmer during the term of this Agreement. The Company shall invoice the Company monthly for services performed during the preceding month; however, that, unless otherwise agreed in writing by \_\_\_\_\_ [name of officer] of the Company, the Company's maximum liability hereunder for services performed during the term of this Agreement shall not exceed \$ \_\_\_\_\_.

### Article 5

#### EXPENSES

- 5.1 This Agreement does not entitle Programmer to any reimbursement of expenses. Programmer shall bear sole responsibility for any expenses it may incur at any time and in connection with its performance hereunder.

Alternatively,

In addition to the foregoing, Company shall pay Programmer its actual out-of-pocket expenses of the types set forth in Exhibit B [to be created by document user], which are necessary for Programmer to incur in furtherance of its performance under this Agreement; however, that payments for each category of expense shall not exceed the limits set forth in Exhibit B [to be created by document user]. Programmer agrees to provide access with access to such original receipts, ledgers, and other records as may be required for Company or its accountants to verify the amount and nature of any such expenses.

### Article 6

#### WORK PRODUCT OWNERSHIP

- 6.1 Programmer agrees that all Program Materials, reports, and other data or information

This Banner Will Be Removed From Your Purchased Product

developed by Programmer under this Agreement or furnished by Programmer shall be and remain the property of the Company. Programmer specifically assigns to the Company all copyrightable material generated or developed under this Agreement shall be made for hire and that such material shall, upon creation, be owned exclusively by the Company. To the extent that any such material, under applicable law, may not be considered made for hire, Programmer hereby assigns to the Company the ownership of copyright in such material without the necessity of any further consideration, and the Company shall be deemed to hold in its own name all copyrights in respect of such materials.

- 6.2 If and to the extent Programmer may, under applicable law, be entitled to an interest in the Program Materials, reports, and other data or materials generated by Programmer under this Agreement, Programmer hereby transfers, grants, conveys, and relinquishes exclusively to the Company all of Programmer's right, title, and interest in such materials, under patent, copyright, trade secret, and trademark law, in the longest period otherwise permitted by law.
- 6.3 Programmer shall perform any acts that may be deemed necessary or desirable to effect a more fully transfer of ownership of all materials designated under this Agreement to the Company to the fullest extent possible, including but not limited to the making of assignments in a form determined by the Company.
- 6.4 To the extent that any preexisting rights are embodied or reflected in the Program Materials, Programmer hereby grants to the Company the irrevocable, perpetual, non-royalty-free right and license to (1) use, execute, reproduce, display, perform, and prepare derivative works based upon such preexisting rights and any derivative works and (2) authorize others to do any or all of the foregoing.
- 6.5 Programmer hereby represents and warrants that it has full right and authority to grant the rights and licenses herein granted, and that it has not otherwise entered into an agreement by which it purports to assign or transfer its interest to any technology or intellectual property right that would conflict with the rights granted under this Agreement. Programmer covenants and agrees that it shall not enter into any such agreements.
- 6.6 **[Optional provision; for use if Programmer is a business organization with employees or agents to perform the work.]** Programmer agrees that it shall, during performance of this Agreement, written agreements with all employees and agents engaged by Programmer in performance hereunder, granting Programmer the right to support all performance and grants of rights by Programmer. Copies of such agreements shall be provided to the Company promptly upon request.

## Article 7

### PROTECTION OF COMPANY INFORMATION

- 7.1 From the date of execution hereof and for as long as the information or data is confidential to the Company, Programmer shall not use, disclose, or permit any person to obtain any confidential information of the Company, including any materials developed or generated hereunder (whether in written or tangible form), except as specifically authorized by the Company.
- 7.2 As used herein, "Trade Secret" shall mean a whole or any portion or phase of technical information, design, process, procedure, formula, or improvement

This Banner Will Be Removed From Your Purchased Product