

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered between Mrs. Amazing Johanson and hereafter referred to as "Consultant", and the Mississippi Alliance of Nonprofits and Philanthropy, a nonprofit corporation organized under the laws of the State of Mississippi, hereafter referred to as "The Alliance" (each a "Party," and collectively, the "Parties"). In consideration of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of such consideration being hereby acknowledged, the Parties to this Agreement agree as follows:

1. Commencement Date and Term. This Agreement shall commence on January 1st, 2020 and shall continue uninterrupted until December 31st, 2020, unless terminated in accordance with Section 9 (the "Term").

2. Scope of Work. The Alliance hereby engages Consultant to perform the tasks more specifically described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Services"). Consultant agrees to perform the Services, as well as such other duties as may be mutually agreed upon by The Alliance and Consultant, all in accordance with the terms of this Agreement. Consultant will self-report time and tasks on a monthly invoice to The Alliance.

3. Compensation and Expenses; No Benefits or Vacation.

(a) Consultant will be paid for the Services rendered to The Alliance and its member organizations in accordance with the terms set forth on **Exhibit B** attached hereto and incorporated herein by this reference (the "Compensation"). Such Compensation will be payable according to The Alliance's policies and procedures. The Alliance will also reimburse Consultant for all reasonable and actual expenses, in accordance with The Alliance's policy as in effect from time to time, including but not limited to, any travel, lodging, and meals incurred by Consultant in connection with the business of The Alliance, provided that such expenditures are approved in advance by The Alliance. Approved expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

(b) For the avoidance of doubt, it is understood that Consultant is not entitled to any additional benefits (insurance, vacation, sick or personal time, or the like) beyond the Compensation detailed in this Section.

4. Conflict of Interest. Given the potential for confidential and sensitive work to be performed hereunder, Consultant will not, directly or indirectly, engage or participate in any other business arrangement related to the Services described on **Exhibit A** that competes with or is in conflict with The Alliance's best interests. If an opportunity arises that might reasonably be found to be in competition or conflict with The Alliance's best interests, then it shall be incumbent on Consultant to notify The Alliance of the opportunity, and to obtain The Alliance's prior written consent before pursuing such opportunity, which consent will not be unreasonably withheld.

5. Confidentiality and Ownership; Return of Materials.

(a) Consultant recognizes and acknowledges that The Alliance possesses certain confidential information that constitutes a valuable, special, and unique asset of The

Alliance. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of The Alliance relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Consultant, or (b) information that subsequently becomes public through no act or omission of Consultant. Consultant agrees that all of the Confidential Information is and shall continue to be the exclusive property of The Alliance, whether or not prepared in whole or in part by Consultant and whether or not disclosed to or entrusted to Consultant's custody.

(b) Consultant further agrees that it shall not disclose or provide access to Confidential Information to any third party unless such party has executed a written agreement with Consultant which names The Alliance as a third-party beneficiary and imposes duties and obligations with respect to Confidential Information that are at least as stringent as those imposed on Consultant hereunder. At all times during and after the Term, except as otherwise expressly agreed in writing by The Alliance in advance, Consultant (i) will retain all Confidential Information in strict confidence; (ii) will use Confidential Information only in the performance of Consultant's duties and obligations hereunder; and (iii) will not copy, reproduce, modify, prepare derivative works of, reverse engineer, disassemble, reverse compile, or decompile or disclose any Confidential Information without The Alliance's prior written consent. Except as expressly provided herein, nothing in this Agreement is intended to or shall provide to Consultant or any third party any right, license, authority, or permission with respect to the Confidential Information or use thereof.

(c) To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials are prepared by Consultant in the performance of Services under this Agreement and in exchange for the Compensation paid hereunder, all such matters shall be deemed "*work for hire*" as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as "work for hire" under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Consultant hereby irrevocably and exclusively assigns to The Alliance, its successors, and assigns, all right, title, and interest in and to all such materials.

(d) Consultant agrees that upon termination of this Agreement, Consultant will return to The Alliance all drawings, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of The Alliance. Consultant will not retain any such materials, whether deemed Confidential Information or not.

6. Warranties. Consultant warrants that its agreement to perform the Services pursuant to this Agreement does not violate any agreement or obligation between Consultant and a third party; the Services will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party; and the Services shall be performed in a professional manner, and shall be of a high grade, nature, and quality, performed in a timely manner and shall meet deadlines agreed between Consultant and The Alliance.

7. Indemnity. Consultant agrees to indemnify, defend, and hold The Alliance and its successors, officers, directors, agents and employees harmless from any and all actions, causes of action, claims, demands, cost, liabilities, expenses and damages (including attorneys' fees) arising out of, or in connection with any breach of this Agreement by Consultant. In the event of a claim or demand by a third party alleging infringement by work product produced as a result of the Services performed by Consultant hereunder, then Consultant will use commercially reasonable efforts to (a) procure for The Alliance the right to continue to use the work product in a manner that avoids dispute; (b) provide a reasonable workaround solution to meet The Alliance's requirements while avoiding dispute; or (c) replace or modify the work product to make it non-infringing and avoid dispute, without any material degradation of performance or, (d) if alternatives (a)-(c) are not practicable, to refund all fees paid by Consultant and to terminate this Agreement upon written notice by Consultant.

8. Relationship of Parties. Consultant is an independent contractor of The Alliance. Nothing in this Agreement shall be construed as creating a joint venture, agency, partnership, or an employer-employee relationship, nor as a guarantee of future employment or engagement, nor as a limitation upon The Alliance's sole discretion to terminate this Agreement at any time without cause. Consultant further agrees to be responsible for all of Consultant's federal and state taxes, withholding, social security, insurance, and other benefits. Consultant shall provide The Alliance with satisfactory proof of independent Consultant status. Neither Party shall have any power to bind the other Party in any respect whatsoever.

9. Termination of Contract.

(a) This Agreement may be terminated by either Party as follows: (i) without cause, upon 30 days prior notice, such notice to be delivered in writing by one Party to the other, or (ii) for cause, immediately upon delivery of notice by one Party to the other, provided however, such notice shall include reasonable details to describe the basis for such cause and the defaulting Party shall have 3 days to cure such default to the satisfaction of the non-defaulting Party, in which case the Agreement shall continue. Once notice has been given by either Party for any reason, Consultant and The Alliance agree to execute their duties and obligations under this Agreement diligently and in good faith through to the end of the notice period.

(b) Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that The Alliance significantly changes its business or discontinues efforts around the matters on which Consultant was engaged due to loss of funding or otherwise, then the Alliance may terminate this Agreement upon ten (10) days advance notice.

10. General Provisions.

(a) Time. Time is of the essence in this Agreement.

(b) Construction. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

(c) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Mississippi.

(d) Waiver. No failure or delay by either party to this Agreement in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

(e) Benefit and Assigns. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

(g) Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

(h) Remedies. In the event of a breach or threatened breach by Consultant of any of the provisions of this Agreement, Consultant agrees that The Alliance is entitled to a permanent injunction, in addition to and not in limitation of any other rights and remedies available to The Alliance at law or in equity, in order to prevent or restrain any such breach by Consultant or by Consultant's partners, agents, representatives, servants, employees, and/or any and all persons directly or indirectly acting for or with Consultant.

(i) Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either party hereto (or by its successor), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

(j) Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in state or federal court in Jackson, Mississippi. Each party (1) submits to the jurisdiction of such court and (2) waives the defense of an inconvenient forum. EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR

RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

(k) Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to legal proceedings in connection with this Agreement or Consultant's relationship with The Alliance, the party or parties prevailing in such legal proceedings shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such legal proceedings from the non-prevailing party or parties.

(l) Notice. Any notices, deliveries, requests, demands or other communications required here will be deemed to be completed (i) when receipt is confirmed if delivered via electronic mail, (ii) immediately upon hand-delivery, (iii) upon confirmation of delivery by a third-party/over-night delivery agent, or (iv) seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses set forth on the signature page hereof, or as the parties may later designate in writing.

(m) Counterparts; Delivery. This Agreement may be executed in counterparts. Facsimile and/or signatures delivered via electronic means (i.e. PDF) are binding and are considered to be original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, each Party, or a duly authorized representative, has executed this Independent Contractor Agreement as of the 20th day of December 2019.

**Mississippi Alliance of Nonprofits
and Philanthropy**

Consultant: _____

By: Sammy Moon
Title: Executive Director
Address: 201 W. Capitol Street, Suite 700
Jackson, MS 39201
Email: sammy.moon@alliancems.org

By: Mrs. Amazing Johanson
Title: Chief Operating Officer
Address: 12345 Brilliant St.
Hope, MS 54321
Email: amazement@msfutures.org

Exhibit A – Services

STATEMENT OF WORK

The Services to be performed by Mrs. Amazing Johanson (Consultant) through the Mississippi Alliance of Nonprofits and Philanthropy for The Powerhouse Connector (Client) as follows:

- Facilitate a 3-hour staff planning meeting on May 28, 2020 (conducted online) to address the following:
 - Review and revise staff plans for the next three years.
 - Develop new goals and strategies, based on the current environment and anticipated permanent changes to the way work is done.
- **OPTIONAL:** Follow-on meeting with staff at a date yet to be determined, to complete the planning process.
- Preparation and documentation of above meeting(s), not to exceed ½ the scheduled time for the meetings themselves.

Exhibit A – Conflict of Interest

The Alliance Conflict of Interest Statement

At this time, I _____ am a Board member, a committee member, or an employee of the following organizations (please attach a separate sheet if needed):

Organization/committee	Relationship to Organization	Nature of Conflict of Interest or Potential Conflict of Interest

By signing below, I certify that I have: 1) received a copy of the conflict of interest policy, 2) have read and understand the policy as presented, 3) fully agree to comply with the policy, and 4) understand that the Alliance is a charitable organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Further, except as described above, I am not now nor at any time during the past year have been a participant, directly or indirectly, in any arrangement, agreement, investment, or other activity with any vendor, supplier, or other party doing business with the Alliance which has resulted or could result in personal benefit to me.

Date: _____

Signature: _____

Printed name: _____

Approved April 12, 2019

Exhibit B - Compensation

FEES AND PAYMENT

Fees due and payable to the Mississippi Alliance of Nonprofits and Philanthropy (“the Alliance”) by the Client pursuant to this Scope of Work shall be paid at a rate of \$100/hour, and are estimated as follows:

- Facilitate the staff planning session:
 - Direct service: one consultant for three hours - \$300
 - Possible additional session of up to three hours
 - Preparatory and documentation time, not to exceed ½ the hours billed for direct service

for an estimated total of 4.5 - 9 hours of work at a fee to be finalized following the May 28 meeting. No taxes will be charged for these services. The Consultant will be paid by the Alliance.

EXPENSES

Pursuant to this Task Order, the Client agrees to reimburse the Consultant for actual expenses only with prior approval by the Client.