

Interpreters Associates Inc.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this ____ day of _____, 20____, between Interpreters Associates Inc. (the "Company") and _____ (the "Contractor").

Whereas, the Company provides interpreting and translation services for health care organizations through qualified independent healthcare professionals; and

Whereas Company and Contractor wish to enter into an agreement for Contractor to provide certain interpreting and translation services (the "Services") on behalf of the Company for its Clients ("Clients"); and

Whereas, the parties wish to memorialize their understandings with respect to the providing of such Services;

Therefore, it is agreed as follows:

1. Engagement. Subject to the terms of this Agreement, the Company hereby engages Contractor (the "Engagement") and Contractor hereby accepts the Engagement with the Company and agrees to provide the Services on behalf of Company for Clients. The Services shall be provided in connection with specific Client events. The Company and the Contractor shall each sign a "Statement of Work" specifying the details regarding any Client event for which the Contractor will provide Services.

2. Term. This Engagement shall commence on the date set forth above and will continue indefinitely unless terminated as provided in Section 8.

3. Fees and Expenses. As the only consideration for the Services, during the term of this Agreement, Contractor will be paid as provided in the applicable Statement of Work for each Client event worked by Contractor in accordance with Company's usual accounts payable procedures. No expenses incurred by the Contractor shall be reimbursed by the Company unless pre-approved by the Company in writing. No payment of fees shall be made by the Company to Contractor for any Client event where Contractor materially fails to fulfill his/her obligations as set forth in this Agreement and any applicable Statement of Work. Contractor shall be responsible for payment of all taxes with respect to any compensation payable hereunder.

4. Independent Contractor Status. The parties acknowledge that Contractor is and shall at all times be an independent contractor and not a partner, agent, servant or employee. The parties agree:

- a. The Company shall have no right to direct the manner in which Contractor performs the Services; provided however, the Services must be provided at the location and during the hours specified in the applicable Statement of Work. Contractor must dress appropriately for the event and comport him/herself at the event in a manner generally consistent with the Client's reasonable expectations. Notwithstanding the above, Contractor shall exercise his/her independent professional judgment in connection with the performance of the Services.
- b. Contractor shall not be entitled to workmen's compensation or any benefit program (e.g. health insurance, sick days, vacations, etc.) made available to the Company's employees. Contractor releases and relinquishes any claim contractor may now or hereinafter have for such benefits and forever discharges the Company of any obligation with respect to any employee benefits provided by the Company. Contractor shall be responsible for maintaining Contractor's own insurance (including, without limitation, workers' compensation insurance), and paying all applicable taxes with respect to payments made by the Company hereunder.
- c. The Company shall have no obligation to withhold or make any payments of any federal, state or local payroll tax, employment tax, social security or Medicare deductions. Contractor agrees to indemnify and hold the Company harmless from and against any liability, cost or expense, for any obligations threatened or imposed upon the

Company by governmental entities in connection with respect to such matters, including penalties, interest, tax audit, costs of defense or administrative costs incurred by the Company.

- d. The Engagement is not exclusive. The Company may retain other contractors and employees to provide services similar to the Services and, subject to Section 11, Contractor may provide services similar to the Services to other entities.

5. No Conflicts. Contractor hereby represents and warrants to the Company that Contractor's execution of this Agreement and performance of the Services do not and will not violate the terms or conditions of any other agreement or understanding by which Contractor is bound or subject, and that Contractor knows of no basis for any claim that Contractor is so bound or subject. Contractor further agrees that Contractor will not disclose to or use on behalf of the Company any confidential or proprietary information belonging to any third party, unless written authorization from such third party is first obtained.

6. Compliance with Law. Contractor agrees to respect and abide by all federal, state and local laws applicable to the Services, including without limitation laws pertaining to confidentiality of all information and records obtained or reviewed in the course of providing Services under this Agreement. Contractor agrees to adhere to policies and procedures adopted by the Company and all federal rules under the Health Insurance Portability and Accountability Act (HIPAA) governing the privacy, security and use of protected health information.

7. Confidentiality. Contractor acknowledges that Company must necessarily share information with Contractor regarding its Clients, including Client events, for which Contractor provides Services ("Client Information"). Client Information, which the Company consider highly sensitive, confidential and proprietary, includes but is not limited to: names of Clients, details of the events, contact names, event locations serviced, number of shots administered, and patient information. Contractor agrees all such Client Information as well as any proprietary information of the Company (collectively and severally, the "Confidential Information") is to be kept strictly confidential. The Company's Confidential Information includes, but is not limited to: Client lists, Client contracts, vendor lists, employee and independent contractor lists. Contractor shall not, directly or indirectly, disclose to any person or entity or permit the exploitation, copying or summarizing of the Confidential Information, except as specifically required for and used in the proper performance of his/her duties.

8. Termination of Engagement. Either party may terminate this Engagement without cause. All terminations shall be in writing and delivered to the other party and shall become effective ten (10) days after delivery. In addition, the Company shall have the right to immediately terminate this Engagement "for cause". The Company shall have "cause" to terminate Contractor for any of the following reasons:

- a. for any breach of this agreement by Contractor, provided the Contractor has not cured the breach within ten (10) days after written notice of such breach by Company has been sent to Contractor;
- b. for any breach by Contractor which by its nature is not curable; including but not limited to, acts of dishonesty, breach of confidentiality obligations, violations of law, threat of physical harm to others or other conduct disrupting a Client event;
- c. total disability of Contractor for a cumulative period of thirty (30) or more days during any consecutive twelve (12) month period;
- d. death of Contractor;
- e. Contractor's loss of licensure, if any, to carry out his/her Services on behalf of the Company;
- f. any part of the representations made by Contractor in this agreement are found to be false;
- g. loss of insurance required by this Agreement for any reason, which loss is not immediately replaced through another suitable carrier; or
- h. determination by the Company, in its sole discretion, that (i) the Contractor's CORI background check or health status are unsatisfactory, or (ii) Contractor's actions pose a material threat to Company's' or Client's business reputation, or to the success of the Client event.

Upon termination of this Agreement for any reason, all Statements of Work also shall automatically terminate. Notwithstanding any such termination, Sections 4 through 15 shall survive and remain in full force and effect in accordance with their terms.

9. CORI Background Check: Contractor agrees to submit to a CORI background check. All expenses will be paid by Company. A dissatisfactory CORI check could result in termination of Agreement. Contractor agrees to the sharing of the CORI information with any of the company's Clients if so requested by company's Client.

10. Proprietary Rights.

- a. Contractor agrees that during the term of this Agreement it will promptly inform and in writing disclose to the Company all inventions, modifications, discoveries, designs, developments, improvements, computer software programs or applications, works of authorship, processes, formulas, data, techniques, know-how, secret or intellectual property rights whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection) (collectively, the "Works") which Contractor shall (either alone or with others) make, discover, develop, conceive, create, author, reduce to practice or become possessed of during the term of this Agreement that pertain or relate to the business of the Company. All of such Works shall be works made for hire. Disclosure shall be made whether or not the Works are conceived by Contractor alone or with others, and whether or not conceived during regular working hours. All such Works are the exclusive property of the Company unless otherwise directed by the Company in writing.
- b. To the extent any Works are not considered works made for hire, Contractor hereby assigns and agrees to assign to the Company all of Contractor's rights, title and interest (including but not limited to all patent, copyright and trade secret rights) in and to all such Works, whether patentable or not.
- c. At the Company's sole expense, Contractor agrees to assist in obtaining patents or copyrights on all such Works deemed patentable or subject to copyright by the Company and shall assign all of Contractor's right, title and interest, if any, in and to such Works and execute all documents and do all things necessary to obtain letters, patent or vest the Company with full and exclusive title thereto, and protect the same against infringement by others. Contractor will not be entitled to additional compensation for any Works made during the term of this Agreement. Contractor does hereby constitute and appoint the Company, its successors and assigns, as Contractor's true and lawful attorney, with full power of substitution, for it and in its name, place and stead or otherwise, by and on behalf of and for the benefit of the Company, its successors and assigns, if Contractor shall fail to perform its obligations as provided above upon request, to execute and deliver any such documents, take any of the actions described above, and from time to time to institute and prosecute in Contractor's name or otherwise, but at the direction and expense and for the benefit of the Company and its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Company, its successors or assigns shall deem advisable, Contractor hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Contractor in any manner or for any reason.

11. Non-Solicitation. Contractor agrees that,

- a. during the term of this Agreement and for a period of one year thereafter, Contractor shall not directly or indirectly solicit or encourage any Client to terminate or diminish its relationship with Company or to conduct with Contractor or with any other person, organization or other entity any business or activity which such Client conducts or could conduct with Company. For purposes of this Agreement, a "Client" means a person or entity which does business with Company to whom Contractor provides services hereunder or to which Contractor is otherwise brought into contact as a result of Contractor's association with Company.
- b. Contractor further agrees that, during the term of this Agreement and for a period of one year thereafter, Contractor shall not, directly or indirectly, (i) hire or otherwise engage, or attempt to hire or otherwise engage, any employee of Company or any independent contractor providing services to Company; (ii) assist in such hiring or engagement by any other person or entity or (iii) encourage any such employee or any independent contractor to terminate or diminish his or her relationship with Company; (iiii) seek or actively pursue being hired as a per-diem, part time or full time employee of any of the Company's Clients.

12. Remedies. Contractor hereby acknowledges that the Company's remedy at law for breach or threat of breach of this Agreement is inadequate, and that the Company shall have the right to injunctive relief in the event of any such breach or threatened breach, in addition to any other remedy available to the Company at law. The existence of any claim or cause of action of any nature or description which Contractor may have against the Company or any employee or agent of the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the restrictive covenants contained herein, but shall be litigated separately. The parties hereto shall each indemnify, defend and hold the other party harmless from all claims, suits, losses, damages, penalties, costs and expenses (including attorneys' fees) arising as a result of any breach of any representation, warranty or obligation under this Agreement by the other party.

13. Severability. If any provisions of this Agreement shall be invalid or unenforceable to any extent or in any application, then the remainder of this Agreement and of such term and condition, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by applicable law. If the invalidity or unenforceability is due to the unreasonableness of the time or scope of any covenant or restriction, said covenant and/or restriction nevertheless shall be effective for such period of time or within such scope as may be determined to be reasonable by a court of competent jurisdiction.

14. Miscellaneous Provisions. This Agreement (including all Statements of Work) contains the entire understanding of the parties. All prior or contemporaneous understandings, representations or agreements of the parties, whether oral or written are merged herein and shall have no further independent significance. This Agreement may not be modified, altered or amended except by a subsequent written instrument signed by the party against whom such modification, alteration or amendment is sought to be enforced, which instrument specifically refers to this Section. The Agreement may not be assigned by the Contractor without prior written consent of the other party. This Agreement shall be governed by and construed by the laws of the Commonwealth of Massachusetts and subject exclusively to its jurisdiction. This Agreement may be executed in counterparts. Facsimile or copied signatures created by the party to be bound by such signatures shall be deemed originals.

15. Vaccination Records. Contractor will provide a yearly update on the following vaccines: TB, Varicella, MMR (Mumps/Measles/Rubella), and Hep B (Hep B not required but recommended). The TB test must be negative, or if positive a chest x-ray must be submitted every 2 years proving that there is no evidence of TB.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first set forth above.

The undersigned Contractor represents and warrants that he/she has never been terminated from previous employment or engagements as a result of use of illegal drugs, theft, misconduct, excessive tardiness or failure to follow employer's or contracting party's policies and/or procedures.

Contractor:

NAME _____

Address: _____

Home Phone: _____ Cellphone: _____

FAX: _____ E-mail: _____

Date: _____ Have you ever had chicken pox? _____

Signature: _____ Title: _____
(if signed on behalf of an entity)

Languages Spoken: _____

As accepted by Company:

Interpreters Associates Inc.

Date