

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

CLIENT
[address]
(the "Client")

OF THE FIRST PART

- and -

CONTRACTOR
[address]
(the "Contractor")

OF THE SECOND PART

WHEREAS:

- A. The Contractor is engaged in developing [insert details] (the "Developments").
- B. The Client is willing to pay the Contractor a per diem rate to fund the Developments.
- C. The Client desires to retain the services of the Contractor and the Contractor desires to make his services available to the Client on the terms and conditions set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

- 1. The Contractor's obligations hereunder shall be as follows:
 - (a) to provide the Client with timely, up-to-date, complete and accurate reports of all Developments conceived, completed or put into practice (whether solely by the Contractor or jointly with others) during the term of this Agreement;