

**INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is a private Contract entered into and executed this day of

\_\_\_\_\_, 2006 by and between: **We the People Congress, Inc.**

(hereinafter referred to as the "Contractor") whose principal place of business and mailing address is 2458 Ridge Road, Queensbury, New York 12804, **AND**

\_\_\_\_\_, (hereinafter referred to as "Sub-Contractor"), whose principal address is:

(street) \_\_\_\_\_

(city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

who will provide services to the We The People Congress, Inc. in the capacity of a: *(circle one)*  
**National Director / Regional Director / State Coordinator / County Coordinator** for the

*(circle one)* Region / State / County of \_\_\_\_\_

**\* \* \***

WHEREAS, the Contractor agrees to benefit from the services of the Subcontractor, and WHEREAS, the Sub-Contractor agrees to provide services to the Contractor in consideration for variable amounts of remuneration, THEREFORE, the Parties hereto AGREE AS FOLLOWS:

1. **PURPOSE OF AGREEMENT:** This Agreement is a private Contract by and between the parties hereto. The Contract establishes an INDEPENDENT SUBCONTRACTOR RELATIONSHIP between the Parties, and ABSOLUTELY EXCLUDES ANY EMPLOYER-EMPLOYEE RELATIONSHIP.
2. **SERVICES TO BE RENDERED:** During the effective term of this Contract, the Sub-Contractor shall provide to the We The People Congress (Contractor) such services necessary to perform the designated Coordinator or Director role that the Sub-Contractor has been assigned in the We The People Congress organization.

Services provided to Contractor shall include, but are not limited to:

- Developing and growing the WTP Congress activist network,
- Continually striving to achieve the stated Mission of the WTP Congress

- Managing the network of Coordinators within the respective domain assigned to the Sub-Contractor, to include regular and personal contacts, mentoring, problem/status reporting and resolution, etc.
- Organizing and engaging in public activist activities as may be directed by the organization,
- Organizing and executing regular scheduled public meetings on behalf of the Congress,
- Actively seeking to increase the operational funding of the not-for-profit WTP Congress through membership development, donations and other fund raising efforts as may be available
- Collaborating effectively with the Contactor and/or its respective agents and/or personnel including other Independent Sub-Contractors functioning in similar positions within the Congress organization
- Insuring that all applicable organizational guidelines, policies and directives are consistently followed and adhered to,
- Always conducting the business, communications and representations of the Congress in a professional manner and always with substantial concern as to protect the interests, property, integrity and reputation of the We The People Congress.

**3. OBLIGATIONS OF CONTRACTOR:**

During the effective term of this Contract, the Contractor will provide Sub-Contractor with services and materials as mutually agreed upon.

Furthermore, Sub-Contractor will always conduct the business, communications of, and represent the Congress in a professional manner, and always with substantial care and concern as to protect the interests, property, integrity and reputation of the We The People Congress.

**4. COMPENSATION TO SUB-CONTRACTOR:** During the effective term of this Contract, the Contractor will on a regular, monthly basis calculate remuneration/compensation for the Sub-Contractor via a statistical finance and financial transaction tracking model currently known as the \$share system.

Both parties Agree that although the \$share system has been designed in good faith to allocate appropriate remuneration to those that have specifically been responsible for generating income for the WTP Congress, Inc. there can be no guarantee of any specific level of remuneration.

Although the \$share system will be operated in a good-faith manner with the full intent of consistently providing appropriate levels of remuneration as proffered, **Contractor reserves the Right (at any time) to unilaterally (and without consent, notice or approval) alter, modify and/or adjust the parameters, calculations, accounting practices, and/or accounting decisions that affect the \$share system and the subsequent compensation calculated from the system.**

Sub-Contractor **AGREES** that regardless of the amount of personal time expended or expenses incurred in the execution of his Services during any given month, it is possible, that despite the best intentions and good faith acts of the Contractor, Sub-Contractor may receive NO (zero) compensation or remuneration for that month.

Furthermore, although Sub-Contractor may have access to certain (limited) financial records of the Congress, both parties agree that there can not, and will not, be any inference made or conclusion drawn regarding sub-Contractor's compensation.

5. **CONFIDENTIAL INFORMATION.** All confidential or proprietary information relating to Client and/or Client's consultants and/or business affairs and/or operations and/or systems and/or data shall be held in strict confidence by Programmer and his employees and/or contractors that have access to Client's confidential information.

The obligations of this section shall not apply with respect to information that is independently developed by Programmer and classified as such by Programmer, becomes a part of the public domain or to which Programmer gained knowledge or possession free of any obligation of confidentiality.

Notwithstanding the confidentiality exceptions noted immediately above, the obligation of confidentiality upon Programmer and his contractors and/or employees continues beyond the termination of this contract.

6. **PROPRIETARY RIGHTS.** Title to all communications, work products, methods, processes, documents, designs, or other objects developed partially or wholly by Sub-Contractor pursuant to this Agreement shall vest in Client, and Sub-Contractor shall have no license or ownership rights therein.

Sub-Contractor shall not use any WTP Congress system, communications method, or other proprietary means for non-Congress purposes.

The work done by Sub-Contractor hereunder, including software and all other works developed hereunder, constitutes a "work for hire" within the meaning of the U.S. copyright laws. Alternatively, if the work does not qualify as a "work for hire", Sub-Contractor hereby assigns to Client, all right, title and interest in the copyright or other rights to any object or other work product developed in the performance of this agreement. If necessary, Sub-Contractor agrees to execute any documents necessary to effectuate the assignment herein.

All intermediary work products, including notes, papers, designs, source codes, whether partial or not, etc. remain the property of Client and shall be delivered upon request, and/or termination of the Agreement.

7. **SERVICE DELIVERY STANDARDS:** The Contractor reserves the right to establish quality and performance standards for all work completed by Sub-Contractor pursuant to this Contract. The Contractor also reserves the right to evaluate and request the modification or adjustment of work completed by Sub-Contractor that does not, in the Contractor's sole estimation, meet the quality and performance standards established by Contractor.
8. **METHODS OF PERFORMANCE:** The Sub-Contractor retains the right to determine which methods of performance shall be used to achieve agreed upon results, and meet the quality and performance standards established by Contractor.

Sub-Contractor agrees that such methods will not violate the letter or spirit of any other provision of this Agreement nor any Congress policy, guideline or directive.

9. **FACILITIES:** All professional services provided by Sub-Contractor under this Contract will be performed at whatever facility the Sub-Contractor deems necessary in its sole and absolute discretion.
10. **EXPENSES AND EQUIPMENT:** The Sub-Contractor shall pay for all of its own personal and program related expenses, and shall supply all tools, equipment, computers, software, and materials, etc. necessary for the performance of its professional services related to this Contract.

Although in certain instances the Congress *may* provide supplementary funding for a special project or expense, it is expected that the remuneration provided for in Section (4) shall cover all such regular expenses related to the Sub-Contractor's services.

NOTE: **NO Sub-Contractor incurred expense will be reimbursable from Contractor unless prior, advance authorization in writing is given by the appropriately authorized representative at WTP Congress headquarters.**

11. **LENGTH OF CONTRACT:** This Contract is effective as of the date signed and executed by the Parties hereto, and will continue to be in effect on a monthly basis until terminated by one or both of the Parties to this Contract as set forth in (10) below.
12. **TERMINATION:** This Contract may be terminated by either Contractor or Sub-Contractor upon fourteen (14) days written notice. Should this Contract be terminated by Contractor pursuant to the terms set forth herein, Contractor will pay Sub-Contractor for the professional services rendered up to, and including the date of termination.
13. **CONFLICTS OF INTEREST & COMPETITION:** Upon notice **in advance** to the Contractor, the Sub-Contractor is not restricted in any way from supplying its professional services to other parties while subject to this Contract. Said services may

be similar to or the same as those provided to the Contractor, and may be provided to a party that is in direct competition with Contractor.

In any event, Sub-Contractor is expressly prohibited from disclosing any information about Contractor's business that could harm Contractor or which relates to Contractor's trade secrets, proprietary business methods, technical operating practices or any other proprietary or non-publicly available information obtained by Sub-Contractor during the course of this contract.

**Any conflict of interest, whether real or potential, must be promptly reported to the WTP Congress headquarters.**

14. **LIABILITY:** Neither Party to this Contract shall be liable for the acts or omissions, debts, or obligations of the other party except as expressly set forth herein.
15. **INDEPENDENT FREE AGENT:** The Sub-Contractor and/or its designated representative herein warrants that he/she is a citizen of the United States of America and legally authorized to conduct business in all of the states of the union. The Sub-Contractor is an independent free agent, and herein acknowledges that it offers services to the other parties or to the general public in the ordinary course of business at the location specified in the title of this Agreement. Nothing in this Contract shall be construed or deemed to create a partnership, joint venture, employer-employee relationship, or sole/principal-agent relationship between the Contractor and Sub-Contractor.
16. **TAXES AND INSURANCE:** The Sub-Contractor and its agents or employees (if any) affected by the Contract, shall be responsible for any applicable local, state and federal taxes including, but not limited to, Social Security Taxes, Unemployment Compensation Taxes, Workmen's Compensation Taxes, or any other taxes, dues or fees for which it may be obligated and/or required to pay by law. The Sub-Contractor is responsible for carrying its own insurance for injury, health, medical, public liability, retirement, etc. as it deems necessary as a consideration for entering into this Contract. The Sub-Contractor further acknowledges that it is not entitled to benefits under Workmen's Compensation and/or Unemployment Benefits during or after the term of service to Contractor under the Contract.
17. **HOLD HARMLESS:** The Sub-Contractor assumes all risks and liabilities relating to the performance of services under this Contract, and herein agrees to indemnify and hold the Contractor harmless from, and shall defend the Contractor from, all demands, claims, causes of action, loss, damages or liabilities of any and every kind whatsoever resulting from the rendering of sub-contract services to Contractor under the Contract.
18. **RESOLUTION OF DISPUTES:** In the event of any unresolved dispute or disagreement between the Parties hereto, equity shall supersede prior adjudicated cases in the resolution of said dispute or disagreement. Any question of binding arbitration under the rules of the American Arbitration Association. The prevailing

Party shall be entitled to recover legal fees and costs associated with the arbitration process. In the event of litigation, the litigation will be conducted in the proper venue within the state of New York.

19. **GOOD FAITH:** Each party affirms that it has entered into this Contract in good faith, and shall endeavor to execute the promises, terms, and conditions set forth herein with diligence in the best interest of the other party.
20. **UNENFORCEABLE PROVISIONS:** If any party or provision of this Contract becomes void, invalid or unenforceable, the remaining parts or provisions shall remain in full force and effect, and binding upon the Parties hereto.
21. **ENTIRE AGREEMENT:** This Contract represents the complete and entire Agreement between the Parties hereto. No part of this Contract is verbal. Any amendment, addition, deletion to this Contract, or any modification to the provisions contained herein, shall be made in writing and agreed to and accepted by each party to the Contract.

**22. SIGNATURES:**

DATED this \_\_\_\_\_ day of \_\_\_\_\_,

**We The People Congress, Inc.**

Contractor Name

Sub-Contractor Name

Signature

Signature

Title

Title