

Offshore Wind Farm Support, LLC

Independent Contractor Agreement (Contract for Services)

Arrangements for the Provision of Services to be Provided:

1. Details of the Parties

This agreement is made between:

Offshore Wind Farm Support, LLC (“the Company”) and

_____ (“the Contactor”)

2. Commencement and Termination

This Agreement shall be deemed to commence on **<insert date>** and shall continue until **<insert end date>** OR **<terminated by either party>**.

Either party may terminate this agreement, by giving 10 days written notice to the other party. However Offshore Wind Farm Support, LLC reserve the right to terminate the Agreement with immediate effect if the Contractor breaches the terms and conditions of this Agreement.

3. Services

Offshore Wind Farm Support, LLC engages the Contractor to provide, and the Contractor agrees to provide, **<describe the services to be provided e.g. teaching, caring, fitness etc.>** services within the scope of their professional competence and fully in line with the terms and conditions set out in this Agreement.

The work will be carried out by the named Contractor appointed, who may not sub-contract all or any part of the work to someone else, without the written agreement of the Company.

Details of the services to be provided by the Contractor under this Agreement are outlined at Appendix 1.

4. Terms

The Contractor is an independent contractor and is not an employee of Offshore Wind Farm Support, LLC. In this context, the Contractor shall be wholly responsible for all income tax and national insurance and other similar contributions or taxes (together “Taxes”) which may be payable out of, or as a result of the receipt of, any fees or other monies paid or payable by the Company under this Agreement. In the event that the Company is held liable for any such Taxes, then it will be entitled to withhold such amount from any sums remaining to be paid to the Contractor.

Prior to this contract taking effect, the Contractor will provide the Company with appropriate evidence of self-employment status. Normally, relevant correspondence with the Tax Office will be sufficient for this purpose.

The Contractor cannot incur any liabilities or obligations, express or implied, on behalf of the Company unless specifically authorised in writing to do so

The Contractor shall maintain in force for the duration of this agreement adequate insurance relating to the provision of Services pursuant to this Agreement. Evidence of such insurance cover must be provided to the Company upon commencement of this Agreement and subsequently on request. The Contractor shall indemnify and keep indemnified Offshore Wind Farm Support, LLC from and against any and all loss damage or liability (whether civil or criminal) suffered and legal fees and costs incurred by the Company resulting from a breach of this Agreement by the Contractor.

The Contractor shall ensure that any necessary leave for them to enter or remain in the United Kingdom to perform the Services is valid and subsisting and is not subject to any restriction precluding him from performing these Services. Evidence of such rights must be provided to the Company upon request.

In the event that the Contractor cannot perform the Services during any period of this contract for any reason including sickness, the Contractor shall inform the Company by 09.00 am on the first day of non-performance. No fees are payable covering periods of non-performance. The Company reserves the right to terminate this contract should the period of non-performance last more than 5 working days.

The Services in this contract will be delivered by the Contractor over ___ days / ___ hours per week. Normal working times for the Company are **0900 - 1700 to Monday to Friday**.

The Contractor shall not agree any further work with a competitor to the Company for similar or related work without first receiving the agreement of the Company, and shall not solicit further work from a competitor directly for similar or related work.

Any requests for goods or services that the Contractor receives while working with a client of Offshore Wind Farm Support, LLC will be considered the property of the Company, and the information should be provided to them within 24 hours of receiving such a request.

5. Fees

The Company will pay a fee of \$_____ per day / \$_____ per hour for Services under this Contract. The Company is not obliged to provide the Contractor with any other wages, salary, sickness pay, holiday allowance, travel to work costs, pension or any other payments or benefits whatsoever. If the work has been performed satisfactorily in accordance with the terms of this Agreement, payment will be made in arrears within 30 days of receipt of an invoice from the Contractor.

Minor out of pocket expenses will be reimbursed on agreement with the Company and on production of appropriate receipts.

6. Confidentiality

In the event of Offshore Wind Farm Support, LLC making available confidential information relating to its business, clients or customers in the course of this Agreement, the Contractor will maintain the confidentiality of such information, and will not disclose it to any third parties whatsoever. Furthermore, except in so far as such matters are properly in, or come into the public domain, the Contractor agrees to keep secret and confidential all matters contained in this Agreement.

7. Provision of Workspace, Equipment and Materials

The Contractor will undertake the Services substantially at their own premises and using their own equipment and materials, the costs of which shall be deemed to have been included within the fee indicated herein.

OR

The Contractor will undertake the Services substantially At the Area and Location of Assigned Work. Any space, equipment or materials provided by the Contractor will be minor in scale and nature relative to this Agreement, and no additional costs will be charged to the Company as a result unless agreed in advance.

The Contractor will, upon termination of their engagement, immediately deliver up to the Company all correspondence, documents, and property belonging to the Company which may be in their possession or under their control.

Any materials whether physical, electronic or intellectual created by the Contractor in the course of carrying out Services under this Agreement will belong to the Company which shall retain the exclusive rights to such material unless agreed otherwise in writing by the Company.

8. Force Majeure

Neither party shall be deemed in default of its obligations under this agreement nor shall be liable to the other to the extent that it is unable to perform any of its obligations by reason of any event or circumstance beyond its reasonable control.

9. Applicable Law and Jurisdiction

This Agreement is made and shall be interpreted in accordance with <insert country e.g. **English / Scottish**> Law and subject to the jurisdiction of the <insert country> courts sitting in <insert country e.g. **England / Scotland**>.

10. Signatures

To be signed on behalf of the Company	Print Name		Dated:	
	Signed			

To be signed by the Contractor	Print Name		Dated:	
	Signed			

CONFIDENTIALITY CLAUSE:

I, _____ the Contractor, agree to keep confidential during the term of this contract and for two years after its termination, all direct or indirect information I have had access to during this Agreement with Offshore Wind Farm Support, LLC

Signed.....

Date.....

Appendix 1:
Terms of Reference

The Services to be provided by the Contractor under this Agreement are:

Offshore wind Farm Support