INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made as of by and between Ivyhill Technologies LLC, hereinafter referred to as the “Company” or “IVYHILL” and **,** hereinafter referred to as the “Consultant” (individually a “Party” collectively “the Parties”).

# WITNESSETH

In consideration of the payments hereinafter to be made and covenants herein contained, the parties mutually agree as follows:

1. SERVICES

Consultant agrees to perform professional services responsive to the needs of the Company as described below and as more fully described in Task Order(s) attached and incorporated herewith as Attachment A:

[Insert general description of scope indicated in Attachment A]

2. ACCEPTANCE

Consultant hereby accepts such engagement and agrees to render such services to the best of his/her ability. All services to be rendered hereunder shall be performed only upon the issuance of a fully executed Task Order.

3. TERM

This Agreement and services hereunder shall commence as of the date of this Agreement and shall continue through , unless otherwise amended by both parties to this Agreement, provided however, that it is understood and agreed that this Agreement may be terminated at will by either party.

4. CONSIDERATION

The Consultant shall be paid per pursuant to this Agreement for services ordered and performed pursuant to this Agreement.

5. GENERAL RELATIONSHIP

1. The services of Consultant are on a professional basis and as an independent Contractor, she/he shall not be considered an employee of IVYHILL within the meaning of the application of any Federal, State, or Local Laws or Regulations, including but not limited to: Unemployment Insurance, Old Age Benefits, Workmen’s Compensation, Industrial Accident, and Labor or Taxes.
2. It is likewise understood and agreed that Consultant shall not be considered an employee within the meaning or application of the Company employee fringe benefit program for the purpose of vacations, holidays, pension, group life insurance, accidental death, hospitalization, surgical, dental, or disability benefits.
3. Consultant shall defend, hold harmless, and indemnify IVYHILL for any liability, loss, claims, or damage of any kind, including reasonable attorney’s fee, incurred by IVYHILL as a result of any disclosure or use of and Company Secret, or Company Proprietary Information on violation of the provisions of this Agreement.

6. INVENTIONS, PATENTS, TRADEMARKS, COPYRIGHTS

1. DISCLOSURE TO IVYHILL – Consultant agrees promptly to disclose to IVYHILL all designs, models, photographs, drawings, documents, and other inventions (collectively “Inventions”) made or conceived by she/he in the course of performance of service under this agreement and such Services and Inventions shall be deemed a “work for hire” by operation of law.

IVYHILL Inventions shall be owned by IVYHILL and IVYHILL shall have all right, title and interest, including worldwide ownership of copyright and patent rights, in and to all IVYHILL Inventions and all copies thereof.

1. EXECUTION OF DOCUMENTS – To the extent that any Consultant Services or Inventions are not deemed a “work for hire” by operation of law, Consultant agrees to sign, execute and acknowledge or cause to be signed, executed and acknowledged without cost but at an expense to IVYHILL any and all documents, and to perform such acts as may be necessary, useful or convenient for the purpose of securing to IVYHILL or its nominees patents, trademarks, or copyright protection throughout the world upon all such design inventions and other inventions, title to which IVYHILL may acquire in accordance with the provisions of this article.

7. SAFEGUARDING OF INFORMATION

1. Consultant agrees to keep in the strictest confidence all information relating to the products, methods of manufacturing, trade secrets, or secret processes (except, of course, information already in public domain) or business affairs of IVYHILL which may be acquired in connection with or as a result of this agreement.
2. During the term of this Agreement and at anytime thereafter, without prior consent of IVYHILL, the Consultant will not publish, communicate, divulge, or disclose or use any such information which has been designated as Company Secret or Company Confidential, or which from the surrounding circumstances in good conscience ought to be treated as Company Secret or Company Confidential.

8. PAYMENT

1. Consultant may submit valid and correct invoices on no more than a semi-monthly basis for the number of units for that period, times the rate as set forth in “4. CONSIDERATION” of this Agreement. Invoices shall be sent to for approval and signature, who will then forward approved invoices to the IVYHILL Accounting Department for processing.
2. Approved invoices will be paid Net 45 in accordance with IVYHILL’s standard accounting practices.

9. IVYHILL ADMINISTRATIVE OFFICE AND POINTS OF CONTACT:

ADDRESS/PHONE TECHNICAL POINT OF CONTACT

Ivyhill Technologies LLC

9658 Baltimore Avenue, Suite 300-1

College Park, MD 20740

POINT OF CONTACT FOR CHANGES TO THIS AGREEMENT:

Email:

Tel: (301) 278-8809

10. REMIDIES

The parties agree that no adequate remedy may exist at law if Consultant breaches this Agreement, IVYHILL shall be entitled to injunctive relief and/or specific performance, in addition to other legal or equitable remedies available to it in such circumstances.

Consultant shall indemnify IVYHILL from and against any and all liability, loss, costs, expenses or damages caused by reason of its gross negligence, or willful misconduct. In no event shall either party be liable to the other for any special, indirect, incidental, economic, or consequential damages whatsoever, regardless of the legal theory under which such damages are incurred.

11. GOVERNING LAWS

This Agreement shall be construed in accordance with and be governed by the laws of the State of Maryland.

12. TAXPAYER IDENTIFICATION NUMBER

In accordance with the Internal Revenue Service, Attachment A, IRS Form W-9, has been provided for your execution. This form should be returned with your consulting agreement to the IVYHILL Administrative Office listed in Paragraph 9 above. This form is not sent to the IRS, it is maintained in your consultant file by IVYHILL. Any questions on filling out the W-9 Form should be directed to one of the points of contact listed in Paragraph 9.

13. SIGNATURES

IN WITNESS WHEREOF, the parties have caused this instrument to be signed as of the day and year first above written.

IVYHILL TECHNOLOGIES LLC CONSULTANT

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:

Email:

Deanna Y Eaton Address:

CEOCity/State/ZIP:

SSN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ATTACHMENT A – TASK ORDERS

CONSULTING AGREEMENT

By and Between Ivyhill Technologies LLC and

Dated

Task Order No. Issue Date:

Start Date: End Date:

Description of Task to be Performed:

[INSERT]

Authorized Hours & Amount:

Not to Exceed 40 hours @ $\_\_\_/hour $\_\_\_\_\_\_\_\_\_

Not to Exceed 40 hours @ $\_\_\_/hour $\_\_\_\_\_\_\_\_\_

Total NTE $\_\_\_\_\_\_\_\_\_

The Effective Date of this Task Order is the last date signed as indicated below.

AGREED AND ACCEPTED BY:

Ivyhill Technologies LLC Consultant

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:

Name: Deanna Y Eaton\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:

Date: \_\_ Date: