

# INDEPENDENT CONTRACTOR INTERNSHIP AGREEMENT

This Independent Contractor Agreement dated this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

BETWEEN:

The Foundation for Western Professionals of 12521 Glenwood St., Leawood, KS 66209  
(the "Client")

- AND-

\_\_\_\_\_  
(the "Contractor")

\_\_\_\_\_  
(Contractor Complete Mailing Address)

## BACKGROUND:

1. Contractor has been selected for the position of Media Ambassador for the state of \_\_\_\_\_, based on a review of the necessary qualifications, experience, and abilities to assist and benefit Client in its operation.
2. Client desires to work with Contractor and Contractor has agreed to accept and enter such Agreement upon the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

## COMMENCEMENT DATE AND TERM:

1. The Contractor will commence fulfillment of this Agreement on January 1, 20\_\_\_\_ (the "Commencement Date").
2. Subject to termination as provided in this Agreement, Contractor's internship is temporary and will end on the 31st day of December of the same calendar year. The parties acknowledge that various provisions of this Agreement survive past termination of agreement.
3. Contractor agrees that upon expiration of this Agreement, Contractor will be required to return all items listed on the attached Supply Check out Form.

## JOB TITLE AND DESCRIPTION:

1. The job title for the term of this Agreement will be the following: Media Ambassador - \_\_\_\_\_ (State).  
The initial job duties the Contractor will be expected to perform will be as follows:
  - a. Serve as the media and promotional liaison in the state listed above, by conducting and giving interviews to promote and educate agriculture, executing speaking engagements, making visits to youth organizations, visiting with agricultural dignitaries and organizations, and other similar activities; and
  - b. Promote the Client through speaking engagements, securing new paid members, securing new sponsors and donors, and by promoting the State Media Ambassador program.
2. Contractor agrees to serve this internship on the terms and conditions set out in this Agreement. Contractor agrees to be subject to the general supervision of, and act pursuant to the orders, advice, and direction of the Client.
3. Contractor will perform any, and all duties as requested by the Client that are reasonable and customarily performed by a person holding a similar position in the industry or business of the Client.
4. Contractor will be REQUIRED to complete the following activities, which can be conducted around Contractor's availability:
  - a. Conduct and post to social media at least one (1) video recorded and edited interview per month.
  - b. Conduct and post about two (2) speaking engagement per quarter.
  - c. Maintain State Media Ambassador Social Media platforms (Facebook & Instagram) with uploaded interviews and other multiple weekly posts.
  - d. Submit monthly logs documenting efforts to secure new paid Foundation members, new product/service sponsors, and/or new monetary donors. Blank log template can be found in the Ambassador Guide.
5. Contractor will be permitted to explore any, and all potential leads for interviews, educational videos, speaking engagements, or to secure memberships and sponsors/donors. Any new ideas not outlined in the Ambassador Guide, must be cleared by Client before implementation.

6. Contractor agrees to abide by the Client's rules, regulations, policies, and practices, listed as follows:
  - a. Contractor will be required to participate in monthly Ambassador video provided by Client to discuss rules, policies, and regulations-- and to be given tips, suggestions, and ideas on how to best meet said policies.
  - b. Contractor will conduct any, and all activities on behalf of Client in a professional and respectful manner.
  - c. Contractor will dress in professional and respectful attire, appropriate for the event and/or venue where appearances take place. Clothing should be clean, wrinkle-free, fashionable, accessorized appropriately, and fit properly. Unless appearances are in an outdoor dusty venue, shoes should be clean and maintained.
  - d. While Contractor is encouraged to set up interviews with state agricultural legislators, Contractor will at no time, engage in political party line debates or insulting language. The purpose of these types of interviews is to educate what the current administration is doing -- not to criticize political party lines.

**CONTRACTOR COMPENSATION:**

1. This agreement constitutes an unpaid internship. However, Contractor will have the opportunity to earn "compensation" for services rendered by the Contractor as follows:
  - a. Client will pay Contractor 20% of all fees collected for new membership fees and/or monetary donations to the Foundation. To qualify, new member or donor must select Contractor from a pull-down referral menu for tracking purposes.
  - b. Contractor may also earn performance awards quarterly and/or annually.
2. Performance compensation earned will be paid to Contractor within 15 days after the end of each calendar quarter. Client is entitled to deduct from the Contractor Compensation, or from any other compensation, any applicable deductions, reimbursements for equipment, other agreed upon fees. For annual compensation totaling \$600 or more, Client will send a 1099 to Contractor.
3. Contractor will be eligible to receive year-end prizes and awards upon successful completion of their one-year term as outlined in this Agreement. Year-end awards will be based on performance and levels achieved during the year and awarded to the top producers across the country.

**CONFLICT OF INTEREST:**

1. During the term of this Agreement, Contractor will not directly or indirectly, engage or participate in any other agricultural activities that Client, in its discretion, determines to conflict with the best interests of Client, without first discussing it with, and receiving written consent from Client.

**NON-COMPETITION:**

1. Contractor agrees that during the term of this Agreement, and for a period of two years after the end of that term, the Contractor will not, directly, or indirectly, engage in any activities or opportunities that are in competition with the business of Client within a one thousand (1,000) mile radius of Contractor's residence during time frame indicated.

**CONFIDENTIAL INFORMATION:**

1. Contractor acknowledges that, in any position the Contractor may hold, in and because of Contractor's time with Client, the Contractor will, or may, be making use of, acquiring, or adding to information which is confidential to Client (the "Confidential Information") and the Confidential Information is the exclusive property of Client.
2. The Confidential Information will also include any information that has been disclosed by a third party to the Client and is governed by a non-disclosure agreement entered into between that third party and the Client.
3. Confidential Information will not include information that:
  - a. Is generally known in the industry of the Client.
  - b. Is now or subsequently becomes generally available to the public through no wrongful act of the Contractor.
  - c. Was rightfully in the possession of the Contractor prior to the disclosure to the Contractor by the Client.
  - d. Is independently created by the Contractor without direct or indirect use of the Confidential Information;
  - e. The Contractor rightfully obtains from a third party who has the right to transfer or disclose it.
4. Contractor agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature, and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Client, would gravely affect the effective and successful conduct of the Client's business and goodwill, and would be a material breach of this Agreement.
5. Contractor agrees that, upon request of the Client or upon termination or expiration of this Agreement, Contractor will turn over to the Client all Confidential Information belonging to the Client, including but not limited to, all documents, plans, specifications, or computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Contractor that:
  - a. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and confidential Information as defined in this Agreement; or is connected with or derived from the Contractor's time with the Client.

**TERMINATION OF AGREEMENT:**

1. Contractor acknowledges this independent contractor agreement is valid for any/all months within a calendar year.
2. Contractor acknowledges that violation of Client rules, policies, and regulations, can result in immediate termination of this Agreement.
3. Contractor agrees that early termination of this agreement by Client or Contractor for any reason, will result in Contractor forfeiting all unpaid compensation earned, applicable college credit documentation, the creation of a demo reel, letters of recommendation, and receipt of any year-end awards and prizes as outlined above.
4. Contractor agrees that upon early expiration of this Agreement, Contractor will be required to return any, and all supplies provided to Contractor by Client, including but not limited to remaining business cards, wireless microphone systems, name tags, press passes, etc. Items should be returned to Client at the address listed on page one of this Agreement.

**NOTICES:**

1. Any official notices, deliveries, requests, demands, or other communications required here will be deemed to be complete when hand-delivered, delivered by agent, or seven days after being placed in the post postage prepaid, to the parties at the addresses listed on page one of this Agreement.

**GOVERNING LAW**

This Agreement will be construed in accordance with and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Contractor**

**The Foundation for Western Professionals**

BY: \_\_\_\_\_

BY: Debra Fox, President

Print Name

SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_