

WORK FOR HIRE AGREEMENT

This Agreement is entered into effective as of the ____ day of _____, 20____ (“Effective Date”), between _____ [Company Name], a _____ [Type of Entity] company, whose principal address is _____ [Address], _____ [City], _____ [State Abbreviation] _____ [Zip Code] (the “Company”) and _____ [Name of Intern], a resident of _____, whose address is _____ [the “Contractor”].

- 1) Independent Contractor. Contractor is an independent contractor and not an employee of Company. Unless otherwise expressly agreed to in writing, Contractor shall not be entitled to or eligible for any benefits or programs otherwise given by Company to its employees.
- 2) Duties. Company hereby retains the services of Contractor to provide certain art related services for Company, including the creation and development of ideas, artwork, sketches, drawings, designs, plans, specifications, documents, concepts, feedback, opinions, inventions, devices, samples, prototypes, and improvements (“Work”).
- 3) Compensation. In full consideration for the services performed by Contractor under the terms of this Agreement, Company agrees to compensate Contractor as provided for in their Independent Contractor Agreement, (hereby incorporated in the attached Contractor Agreement). Contractor agreed-to compensation as provided for in the “Independent Contractor Agreement” will be full payment for any artwork, content, artificial intelligence, Machine Learning, algorithm(s), software development, software consulting, Contractor generates, and Contractor will not be entitled to any royalties or proceeds received by Company from the commercialization in any manner of the Work.
- 4) Confidentiality.
 - a) “Confidential Information.” For purposes of this Agreement, Confidential Information shall mean: financial information, business plans, strategic and development plans, statistical data, business records, customer and client lists, pricing information, client contacts, terms of contract, policies, procedures, ideas, inventions, software, copyrightable material, patents, designs, product plans or specifications, and all other information which may be disclosed by Company to Contractor or to which Contractor may be provided access by Company.
 - b) Nondisclosure Obligations. The Contractor, with respect to Confidential Information received from Company, promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, Contractor further agrees: (A) to protect and safeguard that Confidential Information against unauthorized use, publication or disclosure; (B) not to use any of that Confidential Information except within the scope of Contractor’s duties; (C) not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized in writing by Company; (D) not to use any Confidential Information to compete or obtain advantage over Company; (E) to restrict access to the Confidential Information to anyone without written consent of Company; and (F) to comply with any other reasonable security measures requested in by Company.
 - c) No Right to Confidential Information. Contractor hereby agrees and acknowledges that no license, either express or implied, is hereby granted to Contractor by Company to use any of the Confidential Information. Contractor further agrees that all inventions, improvements, copyrightable works and designs relating to Contractor’s duties and directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of Company, and Contractor has no right or title thereto.
 - d) Losses. Contractor agrees to indemnify Company against any and all losses, damages, claims, or expenses incurred or suffered by that Company as a result of Contractor’s breach of this Agreement.
 - e) Remedies. Contractor understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause Company irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Company shall have the right to apply to, and obtain from, a court of competent jurisdiction temporary and permanent injunctive relief or order restraining any such further disclosure or misappropriation.

Such right of Company shall be in addition to any and all other available remedies available to Company at law or in equity.

- 5) Work Made for Hire. Contractor acknowledges that all Work that is copyrightable shall be considered a work made for hire under United States Copyright Law. To the extent that any copyrightable Work may not be considered a work made for hire under the applicable provisions of the copyright law, or to the extent that, notwithstanding the foregoing provisions, the Contractor may retain an interest in any Work, the Contractor hereby irrevocably assigns and transfers to the Company any and all right, title, or interest that the Contractor may have in the Work under copyright, patent, trade secret, trademark and other law protecting proprietary or Work rights, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration. The Company shall be entitled to obtain and hold in its own name all registrations of copyrights, patents, trade secrets, trademarks and other proprietary or Work rights with respect thereto. Further, Contractor agrees that Company may use or not use the Work and Company may use, reproduce, re-use, alter, modify, edit, change or engage others to do any or all of the foregoing, with or without attribution to Contractor, as Company sees fit and for any purpose in Company's sole discretion. Contractor further agrees to waive any so-called moral rights in the Work.
- 6) Assistance. The Contractor agrees that, at the sole request of the Company, either before or after the termination of the Contractor's engagement under this Agreement, the Contractor shall assist the Company in acquiring and maintaining registrations under copyright, patent, trade secret, trademark and other laws protecting proprietary or Work rights in, and confirming its title to, any and all Work. The Contractor's assistance shall include signing all applications for copyrights, patents and other proprietary or intellectual property rights and other documents, cooperating in legal proceedings and taking any other steps considered desirable by the Company. Contractor agrees to execute any and all documents necessary to effectuate Company's ownership of the Work, including but not limited to assignment documents.
- 6) Conflicts of Interest. The Contractor represents and warrants Contractor is of the age of majority and is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Moreover, Contractor represents and warrants that, except with respect to material furnished to Contractor by Company, Contractor is the sole author of the Work and all of Contractor's services are original and does not infringe on the rights of any third parties and that Contractor's Work is not libelous or obscene.
- 7) Indemnification. Contractor agrees to defend, indemnify, and hold Company, its officers, directors, agents, and employees, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Company based on a breach by Contractor of any representation and warranty made in this Agreement.
- 7) Choice of Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its choice of law principles. In the event of litigation, the Company and the Contractor hereby consent to trial in any court of competent jurisdiction situated in Orange County, Florida in any action arising out of this Agreement.
- 8) Entire Understanding. This document and all schedules attached hereto and incorporated herein by reference constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby superseded.
- 9) Severability. If any provision of this Agreement, or portion thereof, including, but not limited to, any section, sentence, clause, phrase, or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 10) Waivers. The waiver by either party hereto of a breach or violation of any term or provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or violation.
- 11) Attorneys' Fees and Costs. The parties shall each bear the expenses and legal fees incurred on their own behalf with respect to this Agreement and the transactions contemplated hereby, including, but not limited to, attorney fees.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

“COMPANY”

“CONTRACTOR”

_____ [Company Name]

A _____ Company

By: _____
Employer

By: _____
Contractor