

サマライズ講座（要約英日文法）契約書篇

第3講 提出課題

課題文 Independent Contractor Agreement（独立事業者サービス契約書）を読み、同契約書の日本語による全文翻訳および要約文（「条項順要約」）を作成して下さい（全文翻訳は、評価の対象とはなりません。）。

## INDEPENDENT CONTRACTOR AGREEMENT

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This Independent Contractor Agreement ("Agreement") is made and effective May 1, 2008

**BETWEEN:** **ABC Contractor Company** (the "Independent Contractor"), a company organized and existing under the laws of the State of Ohio, with its head office located at:

467 Public Avenue, Ohio, U.S.A. 45701

**AND:** **SSC Business Corporation** (the "Company"), a company organized and existing under the laws of the State of Illinois, with its head office located at:

223 Virginia Street, Near North, IL 60654

### RECITALS

Independent Contractor is engaged in providing marketing research. Independent Contractor has complied with all Federal, State, and local laws regarding business permits, sales permits, licenses, reporting requirements, tax withholding requirements, and other legal requirements of any kind that may be required to carry out said business and the Scope of Work which is to be performed as an Independent Contractor pursuant to this Agreement. Independent Contractor is or remains open to conducting similar tasks or activities for clients other than the Company.

Company is engaged in the manufacture and sales of electric lawn mowers in the U.S. market.

Company desires to retain the services of the Independent Contractor to perform marketing research for electric lawn mowers as set forth below. Independent Contractor desires to enter into this Agreement and perform as an independent contractor such research as further set forth below.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this Agreement, the Parties agree as follows:

## 1. TERMS

This Agreement shall be effective commencing on May 1, 2008, and shall continue until terminated at the completion of the Scope of Work which shall occur no later than October 31, 2008 or by either party as otherwise provided herein.

## 2. STATUS OF INDEPENDENT CONTRACTOR

This Agreement does not constitute a hiring by either party. It is the parties' intentions that Independent Contractor shall have an independent contractor status and not be an employee of the Company for any purposes. This Agreement shall not be considered or construed to be a partnership or joint venture, and the Company shall not be liable for any obligations incurred by Independent Contractor unless specifically authorized in writing. Independent Contractor shall not act as an agent of the Company, nor bind the Company in any manner, unless specifically authorized to do so in writing.

## 3. SCOPE OF WORK

- a. Independent Contractor shall devote as much time, attention, and energy as necessary to complete or achieve the following: marketing research regarding electric lawn mowers in the U.S. market (Details in Attachment 1). The above to be referred to in this Agreement as the "Scope of Work". It is expected that the Scope of Work will be completed by October 31, 2008.
- b. Independent Contractor shall additionally perform any and all tasks and duties associated with the Scope of Work set forth above, however, Independent Contractor shall not be entitled to engage in any activities which are not expressly set forth by this Agreement.
- c. The books and records related to the Scope of Work set forth in this Agreement shall be maintained by the Independent Contractor at the Independent Contractor's principal place of business and open to inspection by Company during regular working hours.
- d. Independent Contractor will not be required to follow or establish a regular or daily work schedule. Contractor will not rely on the equipment or offices of Company for completion of tasks and duties set forth pursuant to this Agreement. Any advice given by Independent Contractors regarding the scope of work shall be considered a suggestion only, not an instruction. Company retains the right to inspect, stop, or alter the work of Independent Contractor to assure its conformity with this Agreement.

## 4. ASSURANCE OF SERVICES

- a. Independent Contractor will assure that the following individuals (the "Key Employees") will be available to perform, and will perform, the work hereunder until they are completed:

HOWARD TREETOP  
JOHN BURNSWELL

- b. The Key Employees may be changed only with the prior written approval of the Company, which approval shall not be unreasonably withheld.

## 5. COMPENSATION

- a. Independent Contractor shall be entitled to compensation for performing those tasks and duties related to the Scope of Work as follows:  
  
\$1,000 per month (“Fee”) plus reasonable expenses (“Expenses”)
- b. Such compensation shall become due and payable to Independent Contractor within 30 days after Company receives an invoice specifying such Fee and Expenses:

## **6. ASSIGNMENTS**

Neither this Agreement, nor any duties or obligations under this Agreement may be assigned by either party without the consent of the other.

## **7. TERMINATION**

This Agreement may be terminated at any time, whether prior to the completion or achievement of the Scope of Work, without cause, by either party giving 30 days prior written notice. Such termination shall not prejudice any other remedy to which the terminating party may be entitled, either by law, in equity, or under this Agreement.

## **8. NON-DISCLOSURE OF PROPRIETARY INFORMATION**

- a. Independent Contractor agrees not to disclose, in any manner, either during this Agreement and for 5 years after the termination hereof, information about Company, its operations, clientele, or any other information, that relate to the business of Company including, but not limited to, the names of its customers, its marketing strategies, operations, or any other information of any kind which would be deemed confidential, a trade secret, or other form of proprietary information of Company. Independent Contractor acknowledges that the above information is material and confidential and that it affects the profitability of Company.
- b. Independent Contractor understands that any breach of this provision constitutes a material breach of this Agreement. To the extent Independent Contractor feels they need to disclose confidential information, they may do so only after obtaining the prior written authorization from the Company.

## **9. NON-SOLICITATION**

Independent Contractors shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, solicit, or take away, or attempt to solicit, or take away, any of the customers of the Company on whom Independent Contractor became acquainted with during the terms of this Agreement in accordance with their work performed for the Company, either for their own benefit, or for the benefit of any other person or organization.

## **10. NON-RECRUIT**

Independent Contractor shall not, during this Agreement and for a period of 1 year immediately following termination of this Agreement, either directly or indirectly, recruit or attempt to recruit any of Company's employees, either for their own benefit, or for the benefit of any other person or organization.

## **11. NON-COMPETITION**

For a period of 1 year following termination of this Agreement, the Contractor shall not, directly or indirectly compete with the Company or any of its affiliates or subsidiaries in the U.S. in any activity in which the Company or its affiliates or subsidiaries are engaged at the time of termination of this Agreement.

## **12. RETURN OF THE OTHER PARTIES PROPERTY**

On termination of this Agreement, or whenever requested by the parties, each party shall immediately return to the other party all property in its possession belonging to the other party, including but not limited to, proprietary information, customer lists, trade secrets, intellectual property, computers, equipment, tools, documents, plans, recordings, software, and all related records or accounting ledgers.

## **13. WORKS FOR HIRE**

Independent Contractor agrees that the Scope of Work, all tasks, duties, results, inventions and intellectual property developed or performed pursuant to this Agreement are considered "works for hire" and that the results of said work is by virtue of this Agreement assigned to the Company and shall be the sole property of Company for all purposes, including, but not limited to, copyright, trademark, service mark, patent, and trade secret laws.

## **14. PERSONS HIRED BY INDEPENDENT CONTRACTOR**

All persons hired by Independent Contractor to assist in performing the tasks and duties necessary to complete the Scope of Work shall be the employees of Independent Contractor unless specifically indicated otherwise in an agreement signed by all parties.

## **15. NOTICES**

Any notice to be given hereunder by any party to the other may be affected either by personal delivery in writing, or by registered mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraphs of this Agreement, but each party may change their address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of five (5) days after mailing.

## **16. ARBITRATION**

Any controversy between the parties to this Agreement involving the construction or application of any of the terms of this Agreement, shall on written request of either party shall be resolved by binding arbitration in accordance with the International Arbitration Rules of the American Arbitration Association. The parties shall each appoint one person and the two persons so chosen shall select a third impartial arbitrator and the decision made by such panel of three arbitrators shall be final and conclusive upon both parties. The attorneys' fees and costs of arbitration shall be borne by the losing party.

## **17. REPRESENTATION**

Each party of this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto which are not embodied herein,

and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

#### **18. INDEMNIFICATION**

Independent Contractor shall defend, indemnify, and hold harmless Company from any and all damages expenses or liability resulting from or arising out of, any negligence or misconduct on Independent Contractor's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of Independent Contractor.

#### **19. CONTAINMENT OF ENTIRE AGREEMENT**

This Agreement is an independent document and supersedes any and all other Agreements, either oral or in writing, between the parties hereto and this Agreement contains all of the covenants and Agreements between the parties.

#### **20. PARTIAL INVALIDITY**

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

#### **21. GOVERNING LAW**

This Agreement shall be governed by, and construed under, the laws of State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY

INDEPENDENT CONTRACTOR

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title