

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT was made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the \_\_\_\_\_, a non-profit religious corporation ("the Client"), and **OXFORD DOCUMENT MANAGEMENT CO., INC.**, a Minnesota corporation ("the Contractor").

### WITNESSETH:

**Whereas**, the Contractor desires to be engaged by the Client as an independent contractor and not as a common-law employee; and

**Whereas**, the Client desires to engage the Contractor as an independent contractor upon the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

1. **Engagement.** The Client hereby engages the Contractor as an independent contractor and the Contractor hereby accepts such engagement upon the terms and conditions set forth in this Agreement.
2. **Term of Engagement.** The Contractor's engagement under this Agreement shall commence on \_\_\_\_\_, 20\_\_\_\_. The Contractor's engagement under this Agreement shall continue until either the Client or the Contractor notifies the other in writing of their desire to terminate this Agreement.
3. **Duties.** During the term of the Contractor's engagement hereunder, the Contractor shall perform on behalf of the Client those duties set forth in attached Exhibit A, incorporated herein by reference.
4. **Compensation.** In consideration for the duties and other obligations of the Contractor hereunder, the Client shall pay compensation to the Contractor in the amount and manner set forth in attached Exhibit B, incorporated herein by reference and will further indemnify and hold the Contractor harmless from loss, claims, costs or liabilities pursuant to the indemnification provisions set forth in Exhibit B.
5. **Expenses.** Contractor shall be responsible for payment of all routine expenses associated with performance of its duties hereunder, including postage, mailing and copying costs. Certain expenses incurred by Contractor to expedite the performance of its duties at the request of the Client; including but not limited to overnight delivery charges, long distance fax charges, etc. shall be the responsibility of the Client and will be submitted for reimbursement at cost.
6. **Termination of Agreement.** Notwithstanding anything to the contrary in Section 2 hereof, the Contractor's engagement under this Agreement shall be terminated as follows:
  - 6.1. **By the Contractor.** The engagement of the Contractor under this Agreement may be terminated at any time by the Contractor, either with or without cause, by the Contractor giving written notice of such intent to the Client. This termination shall be effective thirty (30) days following receipt of such notice by the Client (or any subsequent effective date designated by the Contractor in the notice).
  - 6.2. **By the Client.** The engagement of the Contractor under this Agreement may be terminated at any time by the Client, either with or without cause, by the Client giving written notice of such intent to the Contractor. This termination shall be effective thirty (30) days following receipt of such notice by the Contractor (or any subsequent effective date designated by the Client in the notice).

7. **Confidentiality and Non-Disclosure Covenant.** The Contractor shall not divulge, furnish, or make accessible to any person or use in any way, other than as specifically set forth herein or by subsequent written instruction of the Client, any (i) confidential or proprietary information of the Client; or (ii) employee, prospective employee, or other investigated individuals, or information relating to employees, prospective employees, or other investigated individuals ("Confidential Information"). It is understood that the Client may request investigations of persons seeking ordination through the Holy Orders process and who are applicants for employment, prospective employees or employees of entities other than the Client for whom the Client has undertaken to provide such service. All references herein to the Client's employees, prospective employees or other investigated parties shall also include other persons whose names are submitted for investigation hereunder by the Client regardless of the party on whose behalf the Client is undertaking the investigation.
- 7.1. **Date of Acquisition.** The non-disclosure covenants in this Section 7 shall apply to all Confidential Information which the Contractor either (i) has acquired or becomes acquainted with during the term of the Contractor's engagement by the Client prior to the date of this Agreement; or (ii) will acquire or become acquainted with during the period of this engagement by the Client on or after the date hereof.
- 7.2. **Acknowledgments.** The Contractor acknowledges that the Confidential Information may constitute sensitive information which could, if released, do damage to Client, employees, prospective employees, or other investigated parties. The Contractor further acknowledges that any disclosure or other use of the Confidential Information other than for the sole benefit of the Client would be wrongful and could cause irreparable harm to the Client.
8. **Client Records and Property.** Upon termination of the Contractor's engagement with the Client for any reason, the Contractor shall deliver promptly to the Client (i) all records, manuals, books, blank forms, documents, letters, memoranda, notes, files, notebooks, reports, computer disks or computer data, or copies thereof, which are the property of the Client; and (ii) all other property and Confidential Information of the Client, including, but not limited to, all documents which in whole or in part contain any Confidential Information of the Client, which in any of these cases are in the Contractor's possession or under the Contractor's control.
9. **Assignments.** This Agreement shall not be assignable, in whole or in part, by either party without the written consent of the other party.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the day and year first written above.

**The Client:**  
**CLIENT** \_\_\_\_\_  
**Signed:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**The Contractor:**  
**OXFORD DOCUMENT MANAGEMENT CO., INC.**  
**Signed:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

## EXHIBIT A

### DUTIES OF THE CONTRACTOR

1. **Client's Policy.** The Client has developed self-imposed policies and procedures (the "Policy") relating to personnel hiring, records retention and other matters. The Contractor's duties described below will at all times be performed in accordance with the provisions and procedures set forth in the Policy. Contractor is not responsible for compliance with any amended or additional policies or procedures developed by the Client unless and until the Client incorporates such changes into the Policy, and Contractor acknowledges receipt of such amended Policy.
2. **General Description of Contractor Duties.** The Contractor shall perform certain administrative duties on behalf of the Client, to wit:
  - (a) the coordination of background investigations of certain of the personnel or prospective personnel of the Client or of other entities for whom the Client has undertaken to coordinate or perform such investigations, and gathering of confidential information which results from such investigations;
  - (b) tracking and reporting to the Client's contact person, \_\_\_\_\_ (the "Administrator"), as to the procedural status of pending and completed investigations;
  - (c) reporting any evidence of sexual misconduct and/or crimes involving clergy or lay employees directly and confidentially to \_\_\_\_\_ (the "Primary Contact") via first class mail.
  - (d) retention and storage of records generated by such investigations and reporting.
3. **Commencement of Investigation.** It is understood that the procedures set out in the Policy are intended to cover certain new and future employees or other personnel or prospective personnel of the Client or other entities for which the Client had undertaken to coordinate or perform such investigations. The Contractor has no duty to commence any investigation except upon written request of the Client. The Contractor has no duty to perform any independent investigation beyond the ordering and collection of investigation results by third parties consistent with the Policy procedures.
4. **Tracking and Reporting to Administrator.** The Contractor shall track all pending background investigations and report on the procedural status of all investigations on a periodic basis to the Client's Administrator in a form to be mutually agreed upon. The Contractor shall compile a file on each individual whose background is investigated ("Background File") containing any documentation or correspondence between the Contractor and third parties relating to the subject individual, and all results of the investigation.
5. **Retention of Background Files.** All Background Files shall be maintained and stored by the Contractor at its expense for a period of five (5) years from the date the background investigation is commenced, unless this Agreement is earlier terminated or the Contractor is otherwise instructed by the Client in writing. At the conclusion of the five year holding period and/or upon termination of this Agreement, with respect to any Background Files in the Contractor's possession, the Contractor shall follow any written instructions from the Client with respect to disposition of the files, or, in the absence of such written instruction, shall forward all Background Files in its possession to the Primary Contact at the Client's expense pursuant to the provisions of Section 5 of this Agreement.

## EXHIBIT B

### COMPENSATION OF THE CONTRACTOR AND INDEMNIFICATION AGREEMENT

1. **Compensation.** The Client shall pay the sum of \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_.00) for each investigation requested by the Client. Time spent by the Contractor to respond to any action brought by third parties against the Client shall be charged at the rate of Fifty and no/100 Dollars (\$50.00) per hour. The Contractor shall bill the Client when an investigation is commenced, and all billings shall be due upon receipt of billing by the Client.
  
2. **Indemnification Agreement.**
  - (a) The Client hereby agrees to indemnify and hold harmless the Contractor, its officers, directors, shareholders and employees for any claim, cross-claim, third-party claim, counterclaim for contribution, assertion of claim, loss, cost, fees (including attorney's fees), expenses or other damages arising out of or resulting from:
    - (i) Contractor's performance of its duties under the Agreement;
    - (ii) any claims of any nature whatsoever by third parties relating to actions or inactions of Client or Contractor in performance of its duties hereunder; or actions of Client's employees or personnel; past employees or personnel; or past, present or future prospective employees or personnel; or of any past, present, or future employees or prospective employees of any entity for which the Client undertakes or is alleged to have had a duty to undertake to perform background investigations such as are contemplated hereunder; whether or not any written instructions to commence an investigation is submitted to Contractor with respect to any such individual, it being the intent herein that all risk of claims by third parties be assumed by the Client, except as provided in paragraph 2(d).
  - (b) Upon receipt by the Contractor or notice to the Contractor of any claim or demand for payment and/or reimbursement of any amount claimed by any third party relating to any of the types of claims set forth at Paragraph 2(a)(i) or (ii) above, the Contractor shall promptly give the Client written notice of such claim or demand.
  - (c) The Client shall, upon receipt of such notice from the Contractor either pay such claim or demand or undertake to defend against the claim or demand on the Contractor's behalf.
  - (d) Notwithstanding the foregoing, Client shall not indemnify the Contractor for any claims arising from the Contractor's own negligence in performance of its duties, and by this indemnification agreement waives none of its rights to either enforce this Agreement against Contractor or make a claim against the Contractor for damages resulting from Contractor's breach or negligence in performance of its duties hereunder.