

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

THIS INDEPENDENT CONTRACTOR SERVICES AGREEMENT (“**Agreement**”) is made as of _____ (“**Effective Date**”) by and between Dogwood Health Trust (“**DOGWOOD**”) a North Carolina nonprofit organization and the undersigned, _____ (“**Contractor**”).

1. ENGAGEMENT OF SERVICE. Subject to the terms of this Agreement, Contractor will provide the services set forth in a Statement of Work (“**SOW**”) substantially in the form of **Exhibit A** to this Agreement (the “**Project(s)**”) by the completion dates set forth therein. The manner and means that Contractor chooses to complete the Project are in Contractor’s sole discretion and control. Contractor shall perform the services necessary to complete the Project in a timely and professional manner consistent with industry standards and all applicable laws and regulations and at a location, place and time that Contractor deems appropriate. In completing the Project, Contractor agrees to provide its own equipment, tools and other materials necessary to complete the Project; however, DOGWOOD will make its facilities and equipment available to Contractor when necessary.

2. COMPENSATION.

2.1 Fees and Expenses. DOGWOOD will pay Contractor the fee specified in each SOW as Contractor’s sole compensation for the Project, provided such Project meets the terms of the SOW and this Agreement and is of a quality consistent with industry standards. DOGWOOD may reimburse all reasonable expenses that are approved in advance by DOGWOOD, such as travel expenses, incurred in performing services under this Agreement, as more specifically set forth in the SOW. Upon termination of this Agreement for any reason prior to completion of an SOW, DOGWOOD will pay Contractor fees and expenses on the basis stated in the SOW for authorized work that has been completed prior to termination, within thirty (30) days of the later of Contractor’s invoice and the effective date of such termination.

2.2 Invoicing. Unless otherwise provided in the applicable SOW: (a) payment to Contractor of undisputed fees will be due thirty (30) days following DOGWOOD’s receipt of an invoice that contains accurate records of the work performed sufficient to document the invoiced fees; and (b) Contractor will submit invoices to DOGWOOD upon completion of milestones specified in the applicable SOW or, if no such milestones are specified, on a monthly basis for services performed in the previous month.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. Contractor’s relationship with DOGWOOD will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor: (a) is not the agent or representative of DOGWOOD; (b) is not authorized to make any representation, contract, or commitment on behalf of DOGWOOD; (c) will not be entitled to any of the benefits that DOGWOOD makes available to its employees, such as group insurance, profit-sharing or retirement benefits (and waives the right to receive any such benefits); and (d)

will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Contractor’s performance of services and receipt of fees under this Agreement. If applicable, DOGWOOD will report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service, as required by law. Contractor agrees to accept exclusive liability for complying with all applicable local, municipal, state and national laws, including laws governing self-employed individuals, if applicable, such as laws related to the filing of returns and the payment of taxes, social security, insurance, retirement benefit and other contributions based on fees paid to Contractor under this Agreement. DOGWOOD will not withhold or make payments for taxes, social security, insurance, retirement benefit or other contributions, or obtain workers’ compensation or similar insurance on Contractor’s behalf. Contractor hereby agrees to defend, indemnify and hold harmless DOGWOOD against any and all such taxes or contributions, including penalties and interest. Contractor agrees to provide proof of payment of appropriate taxes or contributions on any fees paid to Contractor under this Agreement upon reasonable request of DOGWOOD.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1 Confidential Information. Contractor agrees that during the term of this Agreement and thereafter Contractor: (a) will use all Confidential Information (defined below) only for its performance of the services under this Agreement; (b) will hold Confidential Information in confidence and trust for the benefit of DOGWOOD; (c) will limit access to Confidential Information to Contractor personnel who need to know such information in connection with their work for DOGWOOD; and (d) will not disclose or otherwise make available any such Confidential Information to any third party except as authorized in writing and in advance by DOGWOOD. “**Confidential Information**” means past, present, and future confidential and proprietary information of DOGWOOD and its grantees, prospective grantees, and parties with which DOGWOOD partners or collaborates on one or more undertakings (the “**Trust Partners**”), whether or not trademarked, copyrighted, or patented, including without limitation: (i) information regarding DOGWOOD’s work for any Trust Partner or its/his/her subsidiaries, affiliates or related organizations, including but not limited to contracts, funding and financials, geographic reach and expansion, strategies, marketing, products, services, operations, or management; (ii) information obtained from Trust Partners or other third parties that contains confidential or proprietary information protected from disclosure by DOGWOOD and its employees; (iii) financial information concerning DOGWOOD or its Trust Partners or their subsidiaries, affiliates and related organizations, including but not limited to donor lists and

preferences, contact information, financial statements, balance sheets, projections, forecasts, funding and cost analyses, and similar information; (iv) all plans and projections for opportunities for new or developing work of DOGWOOD, including but not limited to marketing concepts and business or operating plans; (v) all DOGWOOD software, source and object codes, computer data, research information and technical data; (vi) all information relating to DOGWOOD's policies, grant making and other business operations, business records, performance, strategies, innovations, improvements, know-how, research and development, goals, and other confidential or proprietary information; and (vii) any of the information described in subparagraphs (i)-(vi) of this Paragraph that DOGWOOD obtains from another party or entity and that it treats or designates as confidential or proprietary information, whether or not such information is owned or was developed by DOGWOOD.

4.2 Exclusions. The foregoing restrictions on use and disclosure will not apply to any Confidential Information to the extent Contractor can prove such Confidential Information (a) is or has become generally known to the public through no unlawful act of Contractor; (b) was known to Contractor at the time of its disclosure by DOGWOOD, as evidenced by Contractor's written records; (c) was independently developed by Contractor without any use of the Confidential Information, as evidenced by Contractor's written records; (d) becomes known to Contractor from a source other than DOGWOOD without breach of this Agreement and otherwise not in violation of DOGWOOD's rights, as evidenced by Contractor's written records; (e) such disclosure is approved in advance and in writing by DOGWOOD; or (f) Contractor is legally compelled to disclose such Confidential Information, provided that Contractor shall give advance notice of such compelled disclosure to DOGWOOD, and shall cooperate with DOGWOOD in connection with any efforts to prevent or limit the scope of such disclosure and/or use of the Confidential Information. Contractor understands and acknowledges that it will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, Contractor understands that an individual who files a lawsuit for retaliation by an organization for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

4.3 Confidential Information of Others. Contractor agrees not to disclose to DOGWOOD, bring onto DOGWOOD's premises, or induce DOGWOOD to use any

confidential information that belongs to anyone other than DOGWOOD or Contractor.

4.4 Ownership of Work Product. As used in this Agreement, the term "**Work Product**" means any items to be provided or actually provided by Contractor to DOGWOOD under this Agreement that Contractor solely or jointly conceives, creates, develops, or reduces to practice in connection with the Projects (i) during the term of the Agreement whether or not created, developed, or conceived during regular business hours, and/or (ii) if based on Confidential Information, after termination of this Agreement. Work Product includes, without limitation, all designs, copyrightable works, ideas, inventions, technology and other creations (including, without limitation, software, design, or performance specifications, reports, and other documentation), work-in-progress, improvements or modifications to the foregoing, and any items specifically designated or characterized as deliverables in an SOW and including presentations, prototypes, models, reports, samples and summaries ("**Deliverables**"), and all Proprietary Rights (as defined below) in such Deliverables in any stage of development. As used in this Agreement, the term "**Proprietary Rights**" means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in intellectual property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence. Contractor hereby agrees and acknowledges that ownership of, and all rights in, the Work Product and all Proprietary Rights therein belong to DOGWOOD.

4.5 Disclosure of Work Product. Contractor agrees to disclose promptly in writing to DOGWOOD, or any person designated by DOGWOOD, all Work Product.

4.6 Assignment of Work Product. If Contractor has any rights to the Work Product that are not owned by DOGWOOD upon creation or embodiment, Contractor irrevocably assigns to DOGWOOD all right, title and interest worldwide in and to such Work Product including all Proprietary Rights therein. Except as set forth below, Contractor retains no rights to use the Work Product and agrees not to challenge the validity of DOGWOOD's ownership in the Work Product.

4.7 Waiver of Other Rights. If Contractor has any rights to the Work Product that cannot be assigned to DOGWOOD, Contractor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against DOGWOOD with respect to such rights, and agrees, at DOGWOOD's request and

expense, to consent to and join in any action to enforce such rights.

4.8 License. If Contractor has any right to the Work Product that cannot be assigned to DOGWOOD or waived by Contractor, Contractor unconditionally and irrevocably grants to DOGWOOD during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, transferable, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to (a) reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights, (b) modify all or any portion of Work Product, including, without limitation, the making of additions to or deletions from Work Product regardless of the medium (now known or later developed) into which Work Product may be modified and regardless of the effect of such modifications on the integrity of Work Product; and (c) identify Contractor, or not to identify Contractor, as one or more authors of or contributors to Work Product or any portion thereof, whether or not Work Product or any portion thereof have been modified. Contractor further waives any “moral” rights or other rights with respect to attribution of authorship or integrity of Work Product that Contractor may have under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory.

4.9 Assistance. Contractor agrees to provide DOGWOOD all reasonable assistance, both during and after the term of this Agreement, to obtain and enforce United States and foreign Proprietary Rights relating to Work Product in all countries. In the event DOGWOOD is unable to secure Contractor’s signature on any document needed in connection with such purposes, Contractor hereby irrevocably designates and appoints DOGWOOD and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act on its behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by Contractor.

5. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor hereby represents and warrants that: (a) the Work Product will be an original work of Contractor and any third parties will have executed assignment of rights reasonably acceptable to DOGWOOD prior to being allowed to participate in the development of the Work Product; (b) the Work Product will be free from material errors or other defects and will fully conform to the requirements and terms set forth in the SOW; (c) Contractor has the right to grant the rights and assignments granted herein, without the need for any assignments, releases, consents, approvals, immunities or other rights not yet obtained; (d) neither the Work Product nor any element thereof will infringe or misappropriate the Proprietary Rights of any third party, nor be defamatory or obscene; (e) neither the Work Product nor any element thereof will be subject to

any restrictions or to any mortgages, liens, pledges, security interests, or encumbrances; (f) Contractor will not grant, directly or indirectly, any rights or interest whatsoever in the Work Product to third parties; (g) Contractor has full right and power to enter into and perform this Agreement without the consent of any third party; (h) Contractor will comply with all laws and regulations applicable to Contractor’s obligations under this Agreement; and (i) should DOGWOOD permit Contractor to use any of DOGWOOD’s equipment, or facilities during the term of this Agreement, such permission shall be gratuitous and Contractor shall be responsible for any injury to any person (including death) or damage to property arising out of use of such equipment or facilities.

6. INDEMNIFICATION. Contractor will defend, indemnify and hold harmless DOGWOOD, its officers, directors, employees, grantees, and agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) (a “**Claim**”) which arise out of or relate to (a) any breach or alleged breach of this Agreement by Contractor, including, without limitation, any breach or alleged breach of any representation or warranty of Contractor set forth in Section 5; (b) any third party Claim or threat thereof that the services or Work Product (or the exercise of the rights granted herein with respect thereto) infringe, misappropriate or violate any patent, copyright, trademark, trade secret, publicity, privacy or other rights of any third party, or are defamatory or obscene; (c) any third party Claim or threat thereof of bodily injury, death of any person, or damage to real or tangible personal property resulting from any act or omissions of Contractor or any of its subcontractors, employees, or agents; or (d) any intentional misconduct or negligence by Contractor or any of its subcontractors, employees, or agents in performing services under this Agreement. From the date of written notice from DOGWOOD to Contractor of any such Claim, DOGWOOD shall have the right to withhold from any payments due Contractor under this Agreement the amount of any defense costs, plus additional reasonable amounts as security for Contractor’s obligations under this Section 6. The indemnification provided herein will not be deemed exclusive of any other rights to which those indemnified may be entitled under any applicable statute, agreement, or otherwise.

7. INSURANCE OBLIGATIONS. Contractor will, at its sole cost and expense, procure and keep in full force and effect during the term of this Agreement the following types and amounts of insurance, in each case with insurers reasonably acceptable to DOGWOOD: (a) comprehensive general liability insurance of not less than \$1 million per occurrence; (b) motor vehicle insurance of not less than \$1 million per accident for bodily injury and property damage; (c) workers’ compensation insurance coverage as required by law; and (d) cybersecurity insurance at the appropriate level for the Contractor’s business. Contractor will furnish certificates of insurance verifying such coverage to DOGWOOD upon request of DOGWOOD.

8. LIMITATION OF LIABILITY. To the extent permitted by applicable law: in no event shall DOGWOOD be liable under any legal theory for any special, indirect, consequential, exemplary, incidental, punitive or enhanced damages, however caused, arising out of or relating to this Agreement, even if DOGWOOD has been advised of the possibility of such damages.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier of (a) the end of the term, if any, set forth in the last SOW or (b) termination by either party in accordance with this Agreement. The term set forth in this Section 9.1 may be extended upon mutual written agreement of DOGWOOD and Contractor.

9.2 Termination without Cause. DOGWOOD may terminate this Agreement without cause at its convenience upon ninety (90) days prior written notice to Contractor.

9.3 Termination with Cause. Either party may terminate this Agreement immediately in the event that the other party has materially breached the Agreement and fails to cure such breach within thirty (30) days of receipt of written notice by the non-breaching party, setting forth in reasonable detail the nature of the breach. DOGWOOD may also terminate this Agreement immediately in its sole discretion in the event of Contractor's material breach of Section 4, titled "Intellectual Property Rights." DOGWOOD will pay Contractor only those fees and expenses related to services actually performed during such notice period, as specified in the SOW.

9.4 Return of DOGWOOD Property. Upon termination of the Agreement, or upon DOGWOOD's request at any other time, Contractor will deliver to DOGWOOD, at Contractor's own expense, all of DOGWOOD's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Work Product or Confidential Information. Following termination, Contractor shall not retain any written or other tangible material containing any Confidential Information of DOGWOOD or its Trust Partners. Contractor further agrees that any property situated on DOGWOOD's premises and owned by DOGWOOD is subject to inspection by DOGWOOD personnel at any time with or without notice.

9.5 Survival. The following provisions shall survive termination of this Agreement: Sections 4, 5, 6, 7, 8, 9.4, 9.5 and 11, titled "Intellectual Property Rights," "Contractor Representations and Warranties," "Indemnification," "Insurance Obligations," "Limitation of Liability," "Return of DOGWOOD Property," "Survival," and "General Provisions."

10. MULTI-EMPLOYEE CONTRACTOR. Contractor agrees: (a) that its employees and agents shall not be entitled to or eligible for any benefits that DOGWOOD may make available to its employees; (b) to limit access to the Confidential Information to employees or agents of Contractor who have a reasonable need to have such access in order to perform the services pursuant to this Agreement and ensure those employees or agents protect Confidential Information; (c) to be solely responsible for all expenses incurred by any of its employees or agents in performing the services or otherwise performing its obligations under this Agreement, except as set forth in the SOW; and (d) if requested by DOGWOOD, to obtain background checks on its employees and agents who perform security-sensitive work or services for Contractor pursuant to its obligations hereunder.

11. GENERAL PROVISIONS.

11.1 Governing Law and Venue. This Agreement is governed by the laws of the State of North Carolina, without reference to any conflict of laws principles that would require the application of the laws of any other jurisdiction. Contractor hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which DOGWOOD's principal place of business is located for any lawsuit filed there against Contractor by DOGWOOD arising from or related to this Agreement.

11.2 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

11.3 No Assignment. This Agreement, and Contractor's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by Contractor without DOGWOOD's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of this Agreement shall be binding upon assignees.

11.4 Notices. Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party at the address listed on the signature page, by electronic mail, by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by email, any such notice shall be considered to have been given one (1) business day after being sent. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected

by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

11.5 Injunctive Relief. Contractor acknowledges that, because its services are personal and unique and because Contractor will have access to Confidential Information of DOGWOOD, any breach of this Agreement by Contractor would cause irreparable injury to DOGWOOD for which monetary damages would not be an adequate remedy and, therefore, will entitle DOGWOOD to administrative or injunctive relief (including specific performance). The rights and remedies provided to each party in this Agreement are cumulative and in addition to any other rights and remedies available to such party at law or in equity.

11.6 Waiver. The waiver by either party of a breach of or default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise of avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any such right or remedy.

11.7 Headings. The headings used in this Agreement are for convenience only and shall not be considered in construing or interpreting this Agreement.

11.8 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties. The terms of this Agreement will govern all SOWs and services undertaken by Contractor for DOGWOOD. In the event of any conflict between this Agreement and a SOW, the terms of the SOW shall govern, but only with respect to the services set forth therein.

11.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreements. Signatures transmitted by electronic means shall be deemed originals for this purpose.

[Signatures on following Page]

IN WITNESS WHEREOF, the parties have caused this Independent Contractor Services Agreement to be executed and delivered as of the date first written above.

DOGWOOD HEALTH TRUST:	[INSERT CONTRACTOR NAME]:
_____	_____
(Signature)	(Signature)
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____

Exhibit A

Statement of Work

[INSERT SOW FROM RFP MATERIALS]

FEES:

[INSERT DESCRIPTION OF FEES]

TERM: April 1, 2024 – March 31, 2027

Area for Proposer Feedback

If there are provisions for which you would seek an amendment, please detail those here.