**Independent Contractor/Consulting Agreement**

**Agreement** is made as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2015 between **Avraham Staiman**, an individual with an address at 50/6 Mizpe Nevo, Maale Adumim 98410 ISRAEL and doing business as **Academic Language Experts** (“**ALE**”)and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Consultant**”), bearer of Israeli ID/Company # \_\_\_\_\_\_\_\_\_- and having an address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WHEREAS,** Consultant wishes to perform certain services for ALE; and

**WHEREAS,** **Consultant acknowledges that he is not an employee of ALE and will not be entitled to any of the benefits, rights or obligations of an employee**; and

**WHEREAS,** Consultant acknowledges his obligations to perform his duties diligently, to protect the confidentiality of and not to misappropriate the trade secrets, confidential and proprietary information and rights of ALE or on behalf of ALE;

**WHEREAS,** References in this Agreement to the male gender shall apply equally to the female gender as well as gender neutral such as for a corporate entity, as appropriate;

**NOW THEREFORE,** in consideration of the above premises, ALE and Consultant agree to the following:

1. **Recitals, Headings, and Interpretation.**

(a) **Preamble.** The Recitals of this Agreement and its appendices, if any, are an integral part of this Agreement.

(b) **Headings.** The captions and descriptive headings in this Agreement are inserted for convenience only and shall not be used in interpreting the Agreement.

(c) **Interpretation.** Unless the context indicates to the contrary, words and defined terms denoting the singular number include the plural and vice versa and the use of any gender shall be applicable to all genders.

2. **Services*.*** Consultant shall, throughout the term of this Agreement, provide such services to ALE or any affiliate of ALE as may be requested by ALE or any affiliate of ALE from time to time, including those services described in **Appendix A** (a copy of which is attached hereto and made a part hereof) (together, the “**Services**”), and shall render the Services diligently, conscientiously, efficiently, to the best of his ability and promptly for the benefit of ALE or any affiliate of ALE as applicable. Consultant shall provide ALE with regular updates regarding his progress and will fully document all activities and results for future use, according to industry accepted standards and practices. Consultant’s services are personal and may not be assigned nor delegated to any other party.

3. **Non-Exclusive Services.** Throughout the term of this Agreement, the Consultant may engage in other activities and provide services to other customers. The Consultant shall provide the Services on such days and hours and in such location which he chooses.

4. **Term and Termination*.*** This Agreement shall be effective commencing as of the date first set forth above and shall continue until terminated by one of the parties hereto (the “**Term**”). Either party may terminate this Agreement upon not less than one month’s written notice.

Upon the termination of this Agreement all of the rights and obligations of the parties hereunder shall cease except to the extent expressly set forth herein. Nothing in this Section shall relieve a party from (i) any obligations imposed by the provisions of this Agreement or appendices which expressly survive termination or expiration, or (ii) any liability for damages resulting from an actionable breach of this Agreement by a party.

Upon termination of this Agreement, Consultant agrees to deliver to ALE all writings, designs, documents, records, data, files, manuals, documentation, and other materials and all copies thereof, regardless of form or the media in which the same may be stored, which contain ALE’s confidential information or proprietary interests.

5. **Compensation.** The fee for the Consultant’s providing services to ALE shall be on the basis set forth on Appendix A attached hereto and made a part hereof (the “**Fee**”).

Consultant shall not be entitled to any other fees, benefits, expense reimbursement nor compensation from ALE.

At the end of each calendar month, Consultant will provide ALE with an invoice (Cheshbonit Iska) detailing all amounts payable by ALE to Consultant for the services provided during that month. Upon receipt by Consultant of each payment made by ALE, Consultant shall provide ALE with a receipt (Kabala) reflecting the amount that was paid. . Consultant will be paid on terms of net +30.

6. **Confidentiality.** From the date hereof, during the term for which Consultant is to perform Services for ALE and at all times thereafter, Consultant agrees not to disclose to others, not to use personally nor permit the use for the benefit of himself or any third party or otherwise permit the use of Confidential Information, and Consultant agrees to use such Confidential Information only on behalf of ALE, as required in connection with the performance of his Services for ALE or as authorized in writing by ALE. This undertaking includes all Confidential Information whether developed by ALE, by Contractor by ALE’s customers or by others.

 “Confidential Information" shall include any proprietary or confidential information not generally known to the public or in the relevant trade or industry, whether with respect to the Services, ALE, its customers, text or other material submitted by ALE’s customers and translations thereof, private messages and documents, business plans, work product or otherwise, which was obtained from ALE or which was learned, discovered, developed or originated by ALE or Contractor in connection with or as a result of the performance of services by Contractor to or on behalf of ALE.

The provisions of this section shall survive termination of this Agreement.

7. **Intellectual Property**.

Consultant agrees and declares that all copyrights, trade secrets, patents, mask works, software, designs and other intellectual property rights (the “IP Rights”) conceived, prepared, drafted or developed, by or with the contribution of Contractor’s efforts during the term of Consultant’s consultation with ALE, or prior thereto, shall be the sole property of ALE whether made or acquired (i) at the premises of ALE or (ii) with the assistance of materials supplied by ALE. Consultant hereby assigns all of such IP Rights to ALE for no additional compensation. As a condition to the aforesaid, ALE will ensure that Consultant receives due credit and recognition for her work in any and all publications of her work products and any other relevant venue.

 Consultant represents and warrants that his work product does not and will not infringe or misappropriate any copyright or other intellectual property interest of any third party.

The provisions of this section shall survive termination of this Agreement.

8. **Exclusivity.** During the term of this Agreement and for a period of one (1) year after Contractor ceases to provide services to ALE, Contractor shall not knowingly provide services, including without limitation the Services to any customer which is or was, to the best of their knowledge, an ALE customer during the term of this Agreement. The provisions of this Section shall survive termination of this Agreement for a period one (1) year following its termination.

9. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor only in performing the Services hereunder and not as an employee. This is not an employment agreement and nothing contained herein shall be construed to create an employment agreement between the parties at any time or for any period of time.

10.

11. **Governing Law; Jurisdiction.** This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Israel. Any claims arising out of this Agreement shall be brought in Tel Aviv, and both parties agree to the exclusive jurisdiction of such courts.

12. **Entire Agreement.** This Agreement, together with any appendices and documents incorporated herein by reference, sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreement, arrangements and communications between the parties concerning such subject matter, whether oral or written.

13. **Amendments.** No change or amendment to this Agreement shall be valid unless in writing and signed by both parties.

14. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach by such party. The failure to enforce any provision(s) of this Agreement shall not be construed as a waiver of such provision(s).

15. **Notices.** Any notice required to be given hereunder shall be delivered personally, sent by pre-paid registered mail or sent by email with a copy sent by postal mail.

**IN WITNESS WHEREOF**, the parties have signed this Agreement in duplicate as of the date first set forth above.

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 **Consultant ALE**

**“Appendix A”**

**Services**

Consultant will provide the following services to ALE:

Translation, Editing, Proofreading, Academic Formatting

Fees: Fees shall be payable by ALE to Consultant during the Term on the following basis:

The fees will be determined for each respective project prior to commencing work and will be confirmed by the consultant via email prior to start of work. Consultants will have the opportunity to decide if they choose the rate set for each respective project.