

**AGREEMENT PERTAINING TO WORK AND/OR CONTRACTORS**

This is an Agreement by

Name (Please Print):	
Street Address:	
City, State and Zip:	

herein referred to as (“**INTERPRETER**”), with respect to INTERPRETER’s work with the Betty and Leonard Phillips Deaf Action Center of Louisiana (an entity which shall, for purposes of this Agreement be referred to as the “**COMPANY**” consistent with and governed by Section 1.A, below).

**Recitals.**

INTERPRETER is an INTERPRETER of the COMPANY, and desires to set forth the express terms and conditions upon which INTERPRETER is hired by the COMPANY, as well as how any and all disputes which arise between the COMPANY and INTERPRETER shall be governed.

In consideration of the recitals listed above, and of the terms and mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which INTERPRETER hereby acknowledges, INTERPRETER agrees as follows:

**1. Definitions.**

- A. The “Effective Date” of this Agreement shall be the date that INTERPRETER becomes an INTERPRETER of the COMPANY.
- B. The “COMPANY” shall mean the entity specified in the heading of this Agreement, as well as a group of entities affiliated with that entity and collectively referred to as “PARTNERS,” as presently or in the future constituted including but not limited to the Deaf Resource Center, Sign Language Services International and Visual Communication Service.
- C. The “CEO” shall mean the President or Executive Director of the Betty and Leonard Phillips Deaf Action Center of Louisiana and/or one of the PARTNERS.

**2. Nature of Work Relationship “At Will.”**

- A. INTERPRETER hereby expressly acknowledges and agrees that INTERPRETER’s work with the COMPANY is strictly “at will.” This means that the INTERPRETER’s work relationship with the COMPANY may be terminated at any time, by the COMPANY or by the INTERPRETER, with or without notice, and for any reason that is not unlawful or for no reason, absent another type of express written “Work Agreement” that is signed by the (i) INTERPRETER and (ii) the CEO of the particular PARTNER COMPANY the INTERPRETER is employed by and which sets a definite period of time the INTERPRETER will be employed by the COMPANY.
- B. INTERPRETER hereby acknowledges and agrees by placing his/her signature below that no INTERPRETER, supervisor, or manager has any authority to alter the terms and conditions of the INTERPRETER’s “at-will” work relationship (except the CEO of the INTERPRETER’s COMPANY and then only as provided by Section 2.A).

**3. Terms and Conditions Pertaining to the COMPANY’s “Confidential Information”**

- A. **Acknowledgment of Receipt of Confidential Information, and Limitations on Commercialization, Copying, Distribution, Use, and Disclosure of Confidential Information.**

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**INTERPRETER’s Initials: \_\_\_\_\_**

- 1) **Acknowledgment.** INTERPRETER hereby acknowledges that he/she has been, or may be exposed to, Confidential Information of the COMPANY, as defined below, and that at all times, all disclosures of the Confidential Information to INTERPRETER shall governed by the terms and conditions of this Agreement.
- 2) **Definition of "Confidential Information."** "Confidential Information" shall mean the following, whether or not patentable or copyrightable, or patented or registered for trademark or copyright purposes:
  - a. The COMPANY's products (both products in the marketplace and those currently in research and development), those products the COMPANY anticipates researching and developing (as reasonably known by the INTERPRETER because of his/her position in the COMPANY), and all of the following categories of materials pertaining to all such products:
    - 1) Improvements, formulae, algorithms, functional/ technical specifications, and technical analysis;
    - 2) Prototypes, designs, drawings, photos, and artist renderings;
    - 3) Patent applications, processes, methods, technical manufacturing and marketing know-how;
    - 4) Sales and marketing strategies and materials, including but not limited to labeling and packaging which could reasonably be construed as a trade secret or trade dress;
    - 5) Accounting and financial information and data specifically pertaining to products, including but not limited to costs to produce goods, pricing, royalty arrangements, and financial and marketing projections
  - b. Other financial and legal information, and data of a private nature, pertaining to the COMPANY, including but not limited to contracts, licenses, litigation, promissory notes, and real estate and other types of financial holdings and investments;
  - c. Business information pertaining to the COMPANY, including but not limited, to business plans and other information of a private or sensitive nature pertaining to prospective and current strategic alliances, key INTERPRETERS, independent contractors, customers, suppliers, and vendors
  - d. Works, studies, documents, ideas, and concepts of a proprietary and/or novel nature, that have been authored by the COMPANY, whether directly or on a work-for-hire basis;
  - e. Communications and communications transmittal/retrieval/ storage systems of a proprietary, confidential, or private nature (including but not limited to correspondence, inter-office memos, and information pertaining to the COMPANY's E-mail Internet, computer, and other communication systems);
  - f. Other valuable information designated by the COMPANY as confidential and proprietary or by the circumstances in which it is provided to INTERPRETER, including but not limited to information pertaining to the CEO and/or persons who are related to the CEO by blood or law of such a confidential, private, and secret nature that it would reasonably put the INTERPRETER on notice that he/she should exercise the same degree of care with respect to the dissemination of such information as the INTERPRETER would exercise with his/her own confidential, private, or secret information; and

- g. Information received by the COMPANY from third parties that the COMPANY is obligated to treat as confidential.

Failure to include confidentiality notice on any Confidential Information disclosed to the INTERPRETER shall not give rise to an inference that the information disclosed is not confidential. ***Confidential information disclosed to the INTERPRETER by the COMPANY and any PARTNER or parent corporation, subsidiary, affiliated entity, and INTERPRETER of the COMPANY is covered by this Agreement.***

- 3) **Commercialization.** For an unlimited period of time following the Effective Date of this Agreement, INTERPRETER shall not commercialize the Confidential Information of the COMPANY (including but not limited to using such Confidential Information for design or manufacture) unless the INTERPRETER has obtained the express prior written consent of the CEO.

- 4) **Copying, Distributing, Use and Disclosure.** Unless INTERPRETER has received express written permission to the contrary from the CEO, INTERPRETER shall, for an unlimited period of time, not copy, distribute, use, or disclose the Confidential Information (except for purposes necessary to perform his/her duties and job description for the COMPANY or where expressly authorized by this Agreement) and shall limit the disclosure of the Confidential Information to only those persons the INTERPRETER reasonably believes are under a written obligation of nondisclosure and nonuse with respect to the COMPANY's Confidential Information and such persons require such knowledge in order to carry out the business of the COMPANY. INTERPRETER shall further advise such persons upon disclosure to them of the Confidential Information of its proprietary nature and shall use all reasonable safeguards to prevent the unauthorized copying, distribution, use, and disclosure thereof, exercising the same degree of care with respect to the INTERPRETER's dissemination thereof that INTERPRETER would exercise with respect to his/her own confidential or private information

- 5) Notwithstanding the preceding paragraph, INTERPRETER may copy, distribute, use, or disclose information which the COMPANY discloses to INTERPRETER **IF** such information;

- a. Is known or open to the public or otherwise in the public domain at the time of disclosure
- b. Becomes part of the public domain after disclosure by any means except by, breach of this Agreement by INTERPRETER;
- c. Is obtained by INTERPRETER from a third party who has a lawful right to disclose it and who obtained it, directly or indirectly, from someone other than the COMPANY;
- d. Is already known to INTERPRETER at the time of disclosure (and in such an event INTERPRETER hereby agrees to notify the COMPANY of his/her knowledge of such information, together with written proof thereof to the CEO of the COMPANY at the address listed at the heading of this Agreement within ten (10) days of the Effective Date of this Agreement, or receives disclosure(s) of Confidential Information, whichever date is applicable; and/or
- e. Is required by law, regulation, rule, act, or order of any governmental authority or agency to disclose, provided however that INTERPRETER, shall provide the COMPANY efficient advance written notice before such disclosure to enable the COMPANY to seek a protective order or other similar order with respect to such Confidential Information and thereafter INTERPRETER discloses

only the minimum information necessary in order to comply with such law, regulation, rule, act, or order

- B. **Duty of Care.** INTERPRETER shall satisfy its obligations to protect the Confidential Information of the COMPANY from misuse or unauthorized disclosure by exercising reasonable care. Such care will include safeguarding and protecting the Confidential Information using those practices INTERPRETER normally uses to restrict disclosure and use of INTERPRETER's own private information of like importance. INTERPRETER will not be automatically liable if it accidentally discloses Confidential Information while exercising reasonable care provided, however, that upon discovery of such disclosure INTERPRETER notifies the COMPANY, makes a good faith attempt to retrieve the Confidential Information and to prevent, or limit, the damage that could result, or has resulted, from such accidental disclosure, and, thereafter, takes action necessary and appropriate to prevent any further accidental disclosures.
- C. **Disclaimer of Warranty.** INTERPRETER acknowledges and agrees that all Confidential Information disclosed to the INTERPRETER by the COMPANY may not be free from claims by nonparties for infringement or misappropriation of intellectual property rights, or may not be complete, accurate, or free from defects.
- D. **Proprietary Rights Legend.** INTERPRETER shall not alter nor remove from any Confidential Information of the COMPANY any proprietary rights or licensing legend, copyright notice, trademark, or trade secret legend, or any other mark identifying the material as Confidential Information of the COMPANY.
- E. Unless expressly authorized by an authorized officer of the COMPANY, in writing, and required in order for the INTERPRETER to perform his/her job description, INTERPRETER shall not reverse engineer, decompile, or disassemble any software or any products of the COMPANY provided to INTERPRETER as Confidential Information under this Agreement, whether such software and/or product is in the concept, prototype, and/or beta testing stage, and/or is in manufactured and/or finished form.

**4. Terms and Conditions Pertaining to the COMPANY's "Intellectual Property."**

A. INTERPRETER hereby expressly acknowledges and agrees that any and all "Intellectual Property" as defined below, shall without further consideration immediately become the sole and exclusive property of the COMPANY and that the COMPANY's rights under this Section of the Agreement are paid in full by the. COMPANY's acceptance of the INTERPRETER for work with the COMPANY and the continuation of such work until it is terminated at-will by the INTERPRETER or the COMPANY.

**B. Definition of "Intellectual Property."**

1) **"Intellectual Property" shall mean** any and all ideas, inventions, designs of a useful article, other works of authorship, innovations, formulae, algorithms, concepts, trade secrets and the like that INTERPRETER may make, conceive, or suggest during the time INTERPRETER is employed by the COMPANY, whether made or conceived solely by INTERPRETER or with others or on INTERPRETER's own time, and whether or not patentable or copyrightable, or patented or registered for trademark or copyright purposes, If such ideas, inventions, designs of a useful article, other works of authorship, innovations, formulae, algorithms, concepts, trade secrets and the like are:

- a. Related to the actual or anticipated business or research or development of the COMPANY;
- b. Are suggested by or result from any task assigned to INTERPRETER or work performed by INTERPRETER for or on behalf of the Company.

- 2) **"Intellectual Property" shall NOT mean** any Intellectual Property that INTERPRETER cannot assign because of a prior agreement with a third party (provided that the INTERPRETER notifies the COMPANY of such agreement within a reasonable time after he/she becomes employed by the COMPANY and furnishes the COMPANY with a written outline of the terms and conditions of such agreement and/or a copy of the agreement itself upon the COMPANY's request).

C. **INTERPRETER's Express Assignment of Intellectual Property.**

- 1) INTERPRETER, by placing his/her signature below, and consistent, with the preceding paragraphs contained in this Section of the Agreement, does fully and forever assign, grant, and convey, for him/herself, and his/her heirs; executors, administrators, any and all of his/her entire right, title, and interest in and to any and all Intellectual Property, as defined herein.
- 2) INTERPRETER further acknowledges and agrees that the copyright and any other Intellectual Property right in design, computer programs and related documentation and works of authorship created within the scope of this Agreement, belong to the COMPANY by operation of law and, at the COMPANY's request, INTERPRETER shall at no increase in the compensation provided to INTERPRETER under his/her work.
  - a. Execute patent applications, assignments re-issue application papers relating to the Intellectual Property and the improvements thereon that may be necessary or proper to secure and fully protect the COMPANY and preserve its rights thereto and to obtain and maintain Letters Patent therefore in the United States, the United Kingdom, and all foreign countries; and
  - b. Give affidavits and testimony as to facts within INTERPRETER's knowledge in connection with such applications, assignments, re-issue applications, and other papers relating to the Intellectual Property in Patent Office proceedings or other proceedings, or in any litigation, arbitration, hearing, or controversy relating thereto.

5. **Representations and Warranties.**

- A. INTERPRETER agrees to perform its duties and job descriptions hereunder in a manner that will not negatively affect the COMPANY and the COMPANY's products and/or businesses in any manner, including but not limited to the following:
  - 1) INTERPRETER shall refrain from engaging in an act which could be reasonable construed as deceptive, misleading, unfair competition, illegal unethical, and/or corrupt;
  - 2) INTERPRETER shall comply with all federal, state and local laws, orders, rules, ordinances, and regulations that apply to the performance of INTERPRETER's work with the COMPANY (the "Laws"), which shall include but not be limited to:
    - a. The Anti-Kickback Act of 1986, 41 U.S.C. section 51 et seq.; and
    - b. All applicable export laws and regulations, including those of the USA, as such laws apply to the use, transportation and/or communication of the COMPANY's Confidential Information, products, and technology :
  - 3) INTERPRETER shall abide by all policies and procedures of the COMPANY, as currently in existence and as in the future modified, including, but not limited to those which are based upon state or federal law which are, as of the Effective Date of this Agreement.
    - a. **The COMPANY's Policy Applicable the Use of Alcohol and/or Drugs** (outlines the obligation to not use, possess, manufacture, distribute, or be

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under the influence of illegal drugs and/or alcohol while performing services for the COMPANY, regardless of the location INTERPRETER is performing Services for the COMPANY);

- b. **The COMPANY's Policy Prohibiting Harassment** (outlines the obligation to abide by the COMPANY's Harassment Policy while performing Services for the COMPANY);
- c. **The COMPANY's Policy Applicable to the Use Of the COMPANY's Internet and E-Mail Systems** (outlines certain obligations which apply to using the COMPANY's Internet and E-mail Systems); and
- d. **The COMPANY's, Policy Prohibiting the Use of Tobacco In The Workplace** (outlines certain obligations pertaining to the Nonuse of Tobacco in the COMPANY's workplaces).

B. INTERPRETER represents and warrants, that the Confidential Information and Intellectual Property is and shall remain the sole and exclusive property of the COMPANY and that by disclosing its Confidential Information and Intellectual Property of the COMPANY does not grant INTERPRETER any license under any trade secrets, patents, copyrights, mask work rights, trademarks, and service marks nor does it grant or convey to INTERPRETER by implication estoppel or otherwise, any express or implied right, title, and/or interest in or to the COMPANY's Confidential Information, trade secrets, patents, copyrights, mask work rights trademarks, service marks, or any other Intellectual Property whatsoever, or any right to assert or file, registrations and/or applications for, intellectual property rights thereto in any country, nation, territory, province, and/or jurisdiction throughout the world notwithstanding any law or regulation of any country, nation, territory, province, and/or jurisdiction to the contrary.

Consistent with the immediately preceding paragraph, INTERPRETER represents and warrants that he/she shall not assert or file any copyright registrations, patent applications or similar registrations of ownership on the COMPANY's Confidential Information, trade secrets, patents, copyrights mask work rights, trademarks, service marks or any other Intellectual Property whatsoever or in any country, nation, territory, province, and jurisdiction throughout the world and, in the extent that INTERPRETER does so in violation of this Agreement, INTERPRETER hereby stipulates, warrants, and covenants that INTERPRETER shall immediately assign to the COMPANY, in full, and at INTERPRETER's sole cost and expense, any and all such restrictions and applications and further, shall pay all of the COMPANY's costs and expenses incurred which are related to the INTERPRETER's performance of its obligations under this paragraph.

- C. INTERPRETER, by executing this Agreement, expressly represents and warrants that INTERPRETER has the legal right and ability to perform all of its obligations contained in this Agreement and that it is not a party to another agreement which would conflict with, or deter performance of, its obligations under, this Agreement.
- D. The INTERPRETER is hereby notified that he/she has the right to discuss all aspects of this Agreement with his/her own private attorney prior to signing it. Therefore, INTERPRETER, by signing this Agreement, represents and warrants that he/she has had the opportunity to consult with an attorney prior to signing it, has fully read and fully understands all of the provisions of this Agreement, and that he/she is voluntarily entering into this Agreement and under no duress but only as a term and condition of being employed by the COMPANY.
- E. INTERPRETER expressly represents and warrants that in executing this Agreement he/she has not relied upon any representation or statement not set forth herein made by the COMPANY's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement otherwise.
- F. **Return of COMPANY Property and Confidential Information.** Upon the COMPANY's request and, in any event, upon termination of work, the following shall apply:

- 1) INTERPRETER shall immediately return all property belonging to the COMPANY that is in INTERPRETER's possession or control;
  - 2) INTERPRETER shall immediately, return all personal property to the COMPANY that is in INTERPRETER's possession or control, including but not limited to all (a) computers, computer files, computer software, computer hardware, libraries, and accessories, (b) locks, records, documents, and files of any nature, (c) building security codes and COMPANY ID cards, (d) keys (including but not limited to all building, desk, and COMPANY car keys), (e) equipment of any nature, (f) phone cards, and credit cards, (g) COMPANY checks and checking account information and documents; (h) MXP accounts (i) network accounts; (j) e-mail and voice mail accounts; (k) Palm pilots, cell phones and, pagers; and (l) all other property specified herein which belongs to the COMPANY;
  - 3) INTERPRETER shall immediately surrender to the COMPANY any and all personal property of INTERPRETER, of any nature, which contains the COMPANY's confidential information and/or personal property, and shall, fully cooperate with the COMPANY in all necessary for the COMPANY to access and gain entry to all such INTERPRETER personal property for the purpose of enabling the COMPANY to retrieve all such COMPANY information and COMPANY property, after which the COMPANY shall return to INTERPRETER all such property belonging to INTERPRETER absent all COMPANY information and property.
  - 4) INTERPRETER shall provided the COMPANY with all passwords, access tools, and information reasonably necessary for the COMPANY to retrieve all of the COMPANY's confidential information and personal property pursuant to this Agreement and shall also disclos to the COMPANY all COMPANY information and property that is in INTERPRETER's possession or control which the COMPANY may not be aware of for the purpose of assisting the COMPANY to retrieve same; and
  - 5) Upon the COMPANY's request, INTERPRETER shall sign a certificate which shall require INTERPRETER to warrant that INTERPRETER has complied with all of INTERPRETER's obligations under this Section 5.F of the Agreement.
- G. INTERPRETER represents and warrants that the termination of the INTERPRETER's work with the COMPANY shall not entitle INTERPRETER, its heirs, executors, administrators, and assigns, to any termination or severance compensation or to any payment in respect of any goodwill established by INTERPRETER which benefits the COMPANY liable to INTERPRETER for damages on account of the loss of prospective profits. and the INTERPRETER further represents and warrants, on behalf of itself, its heirs, executors, administrators, and assigns that it waives any and all such rights under any applicable law or policy to any such compensation or payments. Further, upon termination of work, INTERPRETER shall immediately submit to the COMPANY all INTERPRETER time sheets and expense reports which have not been submitted to the COMPANY as of the date of termination.
- H. **Third Party Confidential and Proprietary Information.** INTERPRETER represents and warrants that, during the time INTERPRETER is performing services, as an INTERPRETER of the COMPANY, INTERPRETER shall not disclose or use any confidential, proprietary, and private information of a third party, including but not limited to persons and entities that INTERPRETER has previously worked for, whether as an INTERPRETER or independent contractor and, to the extent that any use or disclosure of any third party information is made by the INTERPRETER during the time INTERPRETER is performing services for the COMPANY, INTERPRETER represents and warrants that INTERPRETER has the full and unrestricted right to use and disclose the same and shall not be in breach of any obligation or agreement with any third party pertaining to any such information and that INTERPRETER has no obligation to use or disclose any third party information to the COMPANY and it's affiliated entities.
- I. **No Solicitation.** Because of and in consideration of the COMPANY's provision of it's Confidential Information to the INTERPRETER, including but not limited to information concerning the COMPANY and it's affiliated entities' officers, directors, INTERPRETERS,

independent contractors, customers, distributors, licensors, and suppliers and in acknowledgment of the highly competitive and sensitive nature of the COMPANY and its affiliated entities' business, INTERPRETER represents and warrants that INTERPRETER will not, during the time INTERPRETER is employed by the COMPANY and for eighteen (18) months immediately following the INTERPRETER's termination from work with the COMPANY, directly or indirectly solicit or entice away any of the COMPANY's and its affiliated entities' officers, directors, INTERPRETERS, independent contractors, customers, distributors, licensors, and suppliers, or engage in any action which would reasonably negatively affect or interfere with the COMPANY and its affiliated entities' relationships with any such persons and entities, and INTERPRETER shall further not knowingly, during the eighteen (18) month period described above, authorize or condone or assist any third party in taking any actions described above that the INTERPRETER is prohibited from taking.

J. **Exclusive Services.** Except as expressly provided by this Section 5.J., and then only to the extent so provided, INTERPRETER represents and warrants that, as long as INTERPRETER is employed by the COMPANY, INTERPRETER shall not, directly or indirectly, enter the employ of or perform services as an independent contractor for, any other person, entity, firm, or corporation that is in direct or indirect competition with the current or anticipated business of the COMPANY, and INTERPRETER shall not itself engage in any such business on INTERPRETER's own account without the prior written approval of the CEO of the COMPANY in each and every instance, provided that the provisions of this Section 5.J. shall not prohibit INTERPRETER from making passive investments so long as such investments do not reasonably interfere or conflict with INTERPRETER's performance as an INTERPRETER of the COMPANY or this Agreement.

6. **Indemnification.** INTERPRETER shall be responsible for, and shall indemnify and hold the COMPANY harmless against, any and all claims, damages, or liabilities arising out of, or that are based upon, the breach Of INTERPRETER's obligations under this Agreement and INTERPRETER's work with the COMPANY.

7. **Dispute Resolution.** INTERPRETER hereby expressly understands; agrees, stipulates, and covenants as follows:

- A. This Agreement shall be exclusively construed, governed, and controlled by the laws of the State of Louisiana; USA without regard to principles of law including conflicts of law of any jurisdiction, territory, country, and/or province.
- B. INTERPRETER expressly consents to service of process being effected upon INTERPRETER by either (a) pre-paid overnight carrier, or (b) registered mail, return receipt requested, postage prepaid, and sent to INTERPRETER's address, or such other address as INTERPRETER may designate to receive service of process or notifications.
- C. Except those claims over which a governmental regulatory agency has exclusive jurisdiction, all claims between the COMPANY and the INTERPRETER, regardless of legal theory, whether such claims seek legal and/or equitable relief, shall be resolved by compulsory and binding arbitration conducted in Shreveport, Louisiana, USA, and INTERPRETER hereby expressly waives any and all rights to a Trial By Jury, expressly submits to the personal jurisdiction of the arbitration panels located in the State Of Louisiana, USA, and waives any and all judicial remedies on any matter subject to this part.
- D. Unless expressly provided otherwise by this Agreement, the prevailing party' shall be awarded all of its costs and expenses, including the costs of arbitration court costs, and reasonable attorneys' fees and expert witness fees.
- E. The decision shall be final and binding and the judgment may be entered in any court having jurisdiction thereof.
- F. If INTERPRETER files a judicial or administrative action asserting claims subject to arbitration under this Agreement and COMPANY successfully stays such action and/or compels arbitration of such claims, INTERPRETER shall pay the Company's costs and expenses, incurred in seeking

such stay and/or compelling arbitration including court costs and reasonable attorneys' fees and expert witness fees. Further, in the event that INTERPRETER commences litigation in a forum not in Shreveport, Louisiana, USA and the COMPANY successfully has the venue of such action moved to the State of Louisiana, USA, INTERPRETER shall pay all of the COMPANY's costs and expenses incurred in seeking such a change of venue, including but not limited to court costs and reasonable attorneys' fees and expert witness fees.

G. **Exceptions.** Notwithstanding anything in this Agreement, INTERPRETER stipulates and agrees that the COMPANY and the INTERPRETER may seek injunctive relief in the federal or state courts pending an award in arbitration, provided that such state or federal courts are located in the State of Louisiana, USA and, therefore, for these purposes. INTERPRETER expressly submits to the personal jurisdiction of the federal and state courts, located in the State of Louisiana, USA.

8. **General Provisions.** INTERPRETER acknowledges and agrees as follows:

A. **Assignability.** The COMPANY may, without INTERPRETER'S consent, assign this Agreement. However, because the COMPANY has specifically contracted for INTERPRETER's services, INTERPRETER may not assign or delegate INTERPRETER's obligations under this Agreement, either in whole or in part without the prior written consent of COMPANY, and any attempted assignment by INTERPRETER in violation of this provision shall be void.

B. **Binding/Effective Date of Agreement.** This Agreement shall be binding upon INTERPRETER, and effective as of the date that INTERPRETER becomes an INTERPRETER of the COMPANY.

C. **Construction of Agreement.** This Agreement shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against the INTERPRETER or the COMPANY.

D. **Counterparts.** This Agreement may be executed by facsimile, and/or in multiple, original counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same document.

E. **Entire Agreement/Revisions.**

1) This Agreement constitutes the entire agreement between the INTERPRETER and the COMPANY with respect to INTERPRETER's work with the COMPANY and there are no representations, warranties or commitments except as provided herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, between the INTERPRETER and the COMPANY.

2) No provisions in the COMPANY's business forms, policies, or procedures, or correspondences between the COMPANY and the INTERPRETER (including but not limited to correspondences delivered through e-mail or Internet systems) shall supersede and/or amend the terms of this Agreement. This Agreement may only be changed, amended, or modified by a written Amendment to this Agreement that is signed by the INTERPRETER and the CEO and which expressly refers to this Agreement.

F. **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

G. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

- H. **Survival.** The following provisions shall expressly survive the INTERPRETER’s termination of work with the COMPANY for an unlimited period of time: Sections 3 through 4; 5.A. through 5.11; and 6. through 8. Section 5.1. shall survive in accordance with its terms.
  
- I. **Waiver.** None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the COMPANY, and if any provision or provisions of this Agreement are waived it shall only be by an instrument in writing signed by an authorized representative of the COMPANY and which expressly refers to this Agreement and the provisions it is waiving. In such event, any such waiver or waivers shall not constitute a waiver of any other provisions of this Agreement or of the same provision or provisions on another occasion.

IN WITNESS WHEREOF, INTERPRETER has executed this Agreement.

**“INTERPRETER”**

Name (Please Print):	
Signature:	
Date of Signature:	