**PAN ATLANTIC FOUNDATION INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT executed by and between Pan Atlantic Consultants, Inc. (hereinafter “Company”), and Contractor (hereinafter “REPRESENTATIVE”).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Company hires Representative, and Representative agrees to work for Company under the terms and conditions hereby agreed upon by the parties:

**SECTION 1 – WORK TO BE PERFORMED**

1.1 Term. Company agrees to hire Representative, at will, for a term commencing as of the submitted Area Representative application date, and continue in perpetuity unless terminated in accordance with Section 4.

1.2 Duties. Representative agrees to perform work for the Company on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness accepted) to the performance of the duties specified in this agreement. Representative’s duties shall be as follows:

1. The REPRESENTATIVE will represent SPONSOR’s USA High School J-1 visa program to parties including high school administration, community members, student participants, and host families.
2. REPRESENTATIVE will, in all tasks, comply with all United States Department of State regulations and policies, CSIET standards, and Sponsor requirements, standards, training guidelines, and interpretation of Department of State regulations and policies and Council on Student International Education and Travel (CSIET) standards.
3. REPRESENTATIVE will represent SPONSOR in all contact with local high schools to follow necessary procedures to secure enrollment for Pan Atlantic Foundation students on program.
4. REPRESENTATIVE will recruit, manage to approved status, provide a Host Family Orientation, support, and document required contact with each host family throughout the time in which the student resides with the family.
5. REPRESENTATIVE will develop a relationship and document required contact with each student placed for the purpose of supervision and support during the duration of the student’s program to ensure student safety and a positive program experience.
6. REPRESENTATIVE’s active status contingent upon a demonstrated commitment to complete initial training, successful completion of Department of State certification, annual refresher training, and annual recertification.  SPONSOR will provide trainings and alert REPRESENTATIVE to required training sessions and development opportunities.  It is the responsibility of the REPRESENTATIVE to fulfill communicated training requirements.
7. Additionally, to maintain active and approved status, REPRESENTATIVE must complete annual vetting, including a Criminal Background Check annually.  Should, during each ensuing year, REPRESENTATIVE engage in or become aware any activity resulting in criminal charges, conviction, or any other complication that would bring ill repute on SPONSOR or program by REPRESENTATIVE, host family, or student, it is incumbent upon REPRESENTATIVE to report this information to SPONSOR immediately.
8. Upon fulfillment of student placement by the REPRESENTATIVE in accordance with Pan Atlantic Foundation placement standards, SPONSOR will compensate REPRESENTATIVE for the services of host family vetting and student placement. Student Supervision will be paid for each calendar month of supervision. Supervision includes the monitoring of both the host family and the student. In addition to placement compensation, SPONSOR offers travel incentive per placement season (students placed for school starts in January and/or August/September of the same calendar year).
9. Representative further agrees that in all such aspects of such work, Representative shall comply with the policies, standards, regulations of the Company from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Company.

**SECTION 2 – CONFIDENTIALITY**

2.1 Confidentiality. Representative acknowledges and agrees that all financial and accounting records, lists of property owned by Company, including amounts paid therefore, client and customer lists, and other Company data and information related to its business (hereinafter collectively “Confidential Information”) are valuable assets of the Company. Except for disclosures required to be made to advance the business of the Company and information which is a matter of public record, Representative shall not, during the term of this Agreement or after the termination of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Representative or any other person, except with the prior written consent of the Company.

2.2 Return of Documents. Representative acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Company or containing any Confidential Information shall be the sole and exclusive property of the Company, and shall be returned to the Company upon the termination of this Agreement or upon the written request of the Company.

2.3 Injunction. Representative agrees that it would be difficult to measure damage to the Company from any breach by Representative of Section 2.1 or 2.2 and that monetary damages would be an inadequate remedy for such breach. Accordingly, Representative agrees that if Representative shall breach Section 2.1 or 2.2, the Company shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Company.

2.4 No Release. Representative agrees that the termination of this Agreement shall not release Representative from any obligations under Section 2.1 or 2.2.

**SECTION 3 – COMPENSATION**

3.1 Compensation. In consideration of all services to be rendered by Representative to the Company, the Company shall pay to the Representative pre-approved fees set by the Company annually. Said compensation shall be paid for work completed within no more than 2 weeks’ time from payment approval.

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Representative shall be solely responsible for reporting and paying any such taxes. The Company shall not provide Representative with any coverage or participation in the Company’s accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees.

**SECTION 4 – TERMINATION**

4.1 Termination at Will. This Agreement may be terminated by the Company immediately, at will, and in the sole discretion of the President of the Company. Representative may terminate this Agreement upon fourteen (14) days written notice to the Company. This Agreement also may be terminated at any time upon the mutual written agreement of the Company and Representative.

4.2 Death. In the event Representative dies during the term of this Agreement, this Agreement shall terminate, and the Company shall pay to Representative’s estate the compensation which would otherwise be payable to Representative.

**SECTION 5 – INDEPENDENT CONTRACTOR STATUS**

Representative acknowledges that he is an independent Representative and is not an agent, partner, joint venturer nor employee of Company. Representative shall have no authority to bind or otherwise obligate Company in any manner nor shall Representative represent to anyone that it has a right to do so. Representative further agrees that in the event that the Company suffers any loss or damage as a result of a violation of this provision Representative shall indemnify and hold harmless the Company form any such loss or damage.

**SECTION 6 – REPRESENTATIONS OF WARRANTIES OF REPRESENTATIVE**

Representative represents and warrants to the Company that there is no employment contract or other contractual obligation to which Representative is subject which prevents Representative from entering into this Agreement or from performing fully Representative’s duties under this Agreement.

**SECTION 7 – MISCELLANEOUS PROVISIONS**

7.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the Company. Any provision hereof which imposes upon Representative an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Representative. Representative may not assign this contract or any benefits associated with it.

7.2 Arbitration. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Maine or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an experienced arbitrator and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

7.3 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

7.4 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Maine.

7.5 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.