

# **AGREEMENT FOR CONSULTING SERVICES**

## **CONTRACT BETWEEN**

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**AND**

## **THE INTERNET SOCIETY**

### **Contract:**

<\_\_\_> (hereafter known as the Consultant) agrees to provide consulting services to the Internet Society (ISOC) subject to the terms and conditions specified below. Under this agreement, the Consultant is acting as an independent contractor and assumes all responsibilities for all taxes, levies, or charges by any governmental entity, whether national, state, provincial, city, local, or otherwise that are associated with his status under this agreement.

### **Scope:**

The Consultant will provide the services outlined in Appendix I. The responsibilities will require up to <\_\_\_> hours per week during the length of the contract to accomplish the objectives for which said Consultant was engaged.

### **Contract Term:**

The contract will begin on <\_\_\_> and end on <\_\_\_> provided Consultant provides the services outlined in Appendix I in a satisfactory manner. For services rendered under this contract the Consultant will be paid a <\_\_\_> per hour and be paid monthly upon submission of proper invoices to the ISOC accounting office and approval by the IETF Administrative Director.

Consultant will be required to submit a weekly progress report reflecting total pages and documents edited. Consultant may expect up to <\_\_\_> hours per week in assignments, although there may be periods when more time may be needed to address document surges. The contract may be extended under the same terms and conditions thereafter on a month to month basis upon a written agreement.

### **Travel:**

The services may include travel to ISI in Marina del Rey, CA.

**Expenses:**

The Internet Society will not be liable for any other additional expenses incurred. Should the Consultant require additional support, a request must be submitted to the IETF Administrative Director in writing via email at iad@ietf.org and the decision to fund any additional expenses will be at ISOC's sole discretion.

**Invoicing:**

Consultant shall submit invoices monthly. The Internet Society will make best efforts to make payment within one week of receipt by check. Invoices may be submitted electronically or by mail. The invoices should be addressed to the IETF Administrative Director by email at iad@ietf.org.

**Intellectual Property:**

Consultant acknowledges that s/he is in a relationship of trust and confidence with ISOC, the members of ISOC, the IETF and the IETF Trust. Consultant hereby agrees that s/he will not use or disclose any ISOC, IETF, or IETF Trust Confidential Information (as defined below) except for ISOC matters as expressly authorized to do so by the President of ISOC in the furtherance of ISOC's business and purposes, and except for IETF and IETF Trust matters, as expressly authorized but the IETF Administrative Director..

"ISOC, IETF and IETF Trust Confidential Information" shall include any information acquired, discovered, developed or created by ISOC, IETF, IETF Trust or Consultant or obtained by ISOC, IETF or IETF Trust from any other person (including ISOC or IETF members) in the course of carrying out corporate purposes, which ISOC, the IETF or IETF Trust treats or maintains as confidential or otherwise not to be disclosed generally. "ISOC, IETF and IETF Trust Confidential Information" shall not include information which (a) is now or hereafter (through no breach of this Agreement) becomes part of the public domain; or (b) was lawfully in the possession of Consultant (without any obligation to keep such information confidential) prior to the Effective Date.

**Termination:**

Either party may terminate this contract by providing thirty (30) days written notice prior to the end of any given month. The Internet Society will be responsible for all fees incurred prior to the effective date of termination.

**Warranties and Indemnities:**

This written agreement constitutes the full agreement between the parties. No warranties or indemnities are explicitly included or implied. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia without regard to the conflicts principles thereof.

**Amendments:**

Amendments to this agreement must be in writing and executed by both parties.

**Miscellaneous:**

All notices required or permitted hereunder shall be in writing and delivered in person or mailed, by U. S. mail, facsimile, or electronic mail, to the recipient party at the address shown below:

**ISOC:**

Internet Society  
1775 Wiehle Avenue, Suite 102  
Reston, VA 20190-5108  
Telephone: (703) 326-9880  
Fax: (703) 326-9881

**Consultant:**

<\_\_\_\_>

Telephone:  
E-mail: <\_\_\_\_>

Executed on behalf of  
The Internet Society

Executed on behalf of the Consultant

IETF Administrative Director

Consultant

Date:

Date:

## APPENDIX I

### CONSULTANT SERVICES

The Consultant shall perform the following services:

#### Deliverables:

Acceptable copy edits of proposed RFCs.

Editing to include: grammar, style, usage, typography, punctuation, and spelling to hone clear, concise technical prose without deliberately changing an author's intended meaning.

#### References:

The copy editor will ensure that written materials conform to generally-accepted English standards. The RFC Editor currently uses the following reference materials:

- *The Elements of Style* by Strunk & White (4th Ed., 2000)
- *A Pocket Style Manual* by Diana Hacker (4th Ed., 2004),
- *Merriam-Webster Online Dictionary* ([www.merriamwebster.com](http://www.merriamwebster.com))

The copy editor will also apply RFC-specific and IETF-specific conventions determined by the RFC Editor.

#### Work Source:

The RFC Editor at ISI will be the primary source of work.

#### Work Flow:

On average, Consultant will deliver 150 pages per week, or about 600 pages per month. The objective is that a steady flow of deliverables be sent to the RFC Editor in a timely manner (i.e., on a weekly basis).

#### Deliverables Supervisor:

The RFC Editor will be the primary source of work. <\_\_\_\_> of the RFC Editor will be the Deliverables Supervisor for work. The RFC Editor staff will determine whether copy edits are accurate and thorough, whether they comply with RFC Editor reference materials, and whether the intended meaning has potentially been altered. The Deliverables Supervisor will provide feedback to the consultant regarding editorial performance and will notify the consultant about evolving editorial policies as necessary.

#### Deliverables Procedure:

Deliverables to RFC Editor will be provided in such manner, form, and format as the Deliverables Supervisor may require.

Consultant will maintain and produce such records, offline and/or online, as the Deliverables Supervisor may require.  
Consultant will participate in editorial meetings.