Independent Consulting Agreement

Last revised: July 1, 2024

This Agreement was made on this _____ day of _____, 2024, by and between Andrew Atkinson (Andrew), hereinafter referred to as the "Consultant", and <CLIENT_NAME>, hereinafter referred to as the "Client".

1. GENERAL SCOPE OF SERVICES

The Consultant agrees to provide the following database and software development professional services to the Client. This is not a comprehensive list.

    a. **Database performance, scalability, reliability, and maintainability analysis and recommendations**: Review existing PostgreSQL server instances. Create and implement (as requested) recommendations to improve their scalability, error handling, observability, reliability, and cost efficiency.

    b. **Application code, queries, indexes analysis, recommendations, and design**: Review SQL queries, schema design, and index design. Create and implement (as requested) for improved designs for greater efficiency, improved performance, scalability, and reliability.

    c. **Custom and on-demand database topics training**: While Consultant provides training on demand to Client based on pairing sessions and work being completed, Consultant may also prepare dedicated team-level training. Dedicated training sessions, or team-level training with 5 or more people are billed as a separable unit. For example, a 2-3 hour customized plan with a presentation, live demo, live Q&A with the team. Topics could include SQL query design, indexes, administration, with the goal of strengthening the knowledge and skills of the Client staff.

2. RATE, PAYMENT METHOD, PAYMENT TERMS

The hourly rate of the consultant is $XXX USD/hour.

The preferred payment method is by ACH bank transfer, which has low fees. A separate document with payment information will be provided.

The Consultant will provide invoices twice monthly on Fridays after work has been completed, with details about what work was performed. Payment terms are Net 15.

3. TERM AND TERMINATION

This Agreement will commence on the Effective Date and will continue until the completion of the services described herein or until terminated by either party with written notice.

4. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor and represents only themselves. The consultant is not an employee, partner, or co-venturer of, or in any other service relationship with the Client. The Consultant shall not bind nor attempt to bind the Client to any contract. The Consultant does not have a separate taxable entity such as an LLC, or S-Corp, and works under their own name, and uses their personal Social Security Number as their Tax Identifier. Consultant is a U.S. citizen and is legally authorized to work in the U.S., and resides in the state of Minnesota. A W9 form will be provided by the consultant.

5. CONFIDENTIALITY, SENSITIVE DATA

The Consultant acknowledges that during the performance of this Agreement, they may gain access to private, sensitive, or confidential data related to the Client's business and customers. The Consultant agrees to protect all such information and not to disclose or use any data for any purpose other than the performance of the services under this Agreement.

6. INTELLECTUAL PROPERTY

The Consultant acknowledges that during the performance of this Agreement, they may create technical artifacts like database objects and designs or application code within the databases and repositories of the Client, and those artifacts are the intellectual property of the Client.

7. INDEMNIFICATION

Both parties agree to indemnify and hold harmless the other party from any damages, losses, costs, or expenses arising out of any claim, demand, or action by a third party due to breach of the duties, representations, and warranties in this Agreement.

Any material changes to business operations, financial health, or risks to Consultant will be communicated as soon as possible by Client (e.g. inability to pay Client). Any owed balances will be paid at that time. Any risky operations performed by Consultant, when

working in a "production environment", will be communicated by Consultant to Client in advance. An approval mechanism like a ticketing system may be used when desired or necessary.

8. AMENDMENTS

Any changes or modifications to this Agreement must be in writing and signed by both parties.

9. TRAVEL AND EQUIPMENT

Client provides no travel expenses, and no equipment to Consultant. Consultant works virtually using their own equipment.

10. SERVICES TO OTHERS

Before, during, and after the Consultant performs the work in this Agreement for the Client, the Consultant may perform similar work for other Clients. The Client will uphold all sections of this document during that time period, especially the Intellectual Property and Confidentiality clauses. The names of other Client companies will be kept private unless permission is granted in writing.

11. CONDUCT, INDEPENDENT STATUS, AND BENEFITS

Consultant shall provide competent, professional service, working independently. In providing the agreed upon services, Consultant shall be under the supervision and direction of the Client.

Andrew Atkinson - Principal Consultant
XXXX XXX Ave. S. Minneapolis, MN XXX, USA

Business Name _____

Business Address: _____

Contact #1 Name, Title: _____

Contact #1 Email address: _____