

Independent Contractor Agreement

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INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of [EFFECTIVE DATE] ("Effective Date") by and between [CLIENT NAME], with a principal place of business at [CLIENT ADDRESS] ("Client"), and [CONTRACTOR NAME], an independent contractor, with a principal place of business at [CONTRACTOR ADDRESS] ("Contractor"). Client and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

1. ENGAGEMENT

1.1 Services. Client hereby engages Contractor to perform the services described in Exhibit A attached hereto (the "Services") and Contractor accepts such engagement subject to the terms and conditions of this Agreement.

1.2 Performance Standard. Contractor shall perform the Services in a professional, workmanlike manner in accordance with industry standards and in compliance with all applicable laws, rules, and regulations.

2. TERM

2.1 Term. The term of this Agreement shall commence on the Effective Date and continue until [END DATE] or until completion of the Services, unless earlier terminated as provided in Section 6 (the "Term").

3. COMPENSATION

3.1 Fees. As consideration for the Services, Client shall pay Contractor the fees set forth in Exhibit B ("Fees"). All Fees are payable in U.S. dollars unless otherwise specified.

3.2 Expenses. Contractor shall be responsible for all expenses incurred in performing the Services except for those pre-approved in writing by Client and reimbursable as set forth in Exhibit B.

3.3 Invoicing and Payment. Contractor shall submit invoices in accordance with the invoicing schedule in Exhibit B. Client shall pay undisputed invoices within [PAYMENT TERMS] days of receipt. Late payments may accrue interest at [LATE FEE RATE] per month or the maximum rate permitted by law, whichever is less.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

4.1 Independent Contractor. Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of Client. Contractor has no authority to bind Client or to incur any obligation on behalf of Client.

4.2 Benefits. Contractor is not entitled to any employee benefits from Client, including without limitation health insurance, retirement benefits, paid vacation or sick leave.

4.3 Control of Work. Contractor shall determine the method, details and means of performing the Services and shall be solely responsible for the supervision, direction and control of Contractor's personnel and subcontractors.

5. TAXES

5.1 Tax Obligations. Contractor acknowledges and agrees that Contractor is responsible for all federal, state, and local taxes, contributions, or other levies arising from the Fees paid to Contractor, including income taxes and self-employment taxes. Client will not withhold taxes from payments to Contractor unless required by applicable law.

6. TERMINATION

6.1 Termination for Convenience. Either Party may terminate this Agreement for any reason upon

[NOTICE PERIOD] days' prior written notice to the other Party.

6.2 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [CURE PERIOD] days after receiving written notice of the breach.

6.3 Effect of Termination. Upon termination, Contractor shall cease performance of the Services and deliver to Client all Work Product (as defined in Section 8) and any Client property in Contractor's possession. Client shall pay Contractor for Services performed and unreimbursed expenses incurred through the effective date of termination, subject to Client's right to set-off for claims or breaches.

7. CONFIDENTIALITY

7.1 Definition. "Confidential Information" means any non-public information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") that is designated confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to business plans, financial information, customer lists, trade secrets, technology, and know-how.

7.2 Obligations. Receiving Party shall (a) use Confidential Information only to perform its obligations or exercise its rights under this Agreement; (b) take reasonable measures to protect the confidentiality of the Confidential Information; and (c) not disclose Confidential Information to any third party except as permitted by this Agreement.

7.3 Exclusions. Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement; (b) was rightfully known to Receiving Party prior to disclosure; (c) is rightfully received from a third party without breach of any obligation of confidentiality; or (d) is independently developed by Receiving Party without use of or reference to Disclosing Party's Confidential Information.

7.4 Required Disclosure. If Receiving Party is required by law or regulation to disclose Confidential Information, Receiving Party shall (to the extent permitted) provide Disclosing Party prompt written notice and cooperate with Disclosing Party's efforts to seek a protective order or other appropriate remedy.

8. WORK PRODUCT; INTELLECTUAL PROPERTY

8.1 Definition. "Work Product" means all results, deliverables, documentation, inventions, discoveries, improvements, designs, processes, software, data, reports and other materials created, conceived, developed, or reduced to practice by Contractor (alone or with others) in the performance of the Services.

8.2 Ownership. Unless otherwise agreed in writing in Exhibit C, all Work Product shall be "work made for hire" for Client. To the extent any Work Product is not a work made for hire, Contractor hereby irrevocably assigns, transfers and conveys to Client all right, title and interest worldwide in and to the Work Product, including all intellectual property rights.

8.3 Moral Rights. To the extent permitted by law, Contractor hereby waives and agrees not to assert any moral rights or similar rights in the Work Product.

8.4 Pre-Existing Materials. Contractor retains ownership of Contractor's pre-existing materials and tools used in performing the Services ("Contractor Materials"); Contractor grants to Client a nonexclusive, perpetual, irrevocable, royalty-free license to use, reproduce and modify Contractor Materials incorporated into the Work Product solely as part of the Work Product.

8.5 Cooperation. Contractor shall execute and deliver to Client any documents and take such further actions reasonably requested by Client to perfect, register, maintain or enforce Client's rights in the Work Product.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants that it has full power and authority to enter into and perform its obligations under this Agreement.

9.2 Contractor Warranties. Contractor represents and warrants that (a) Contractor has the experience and ability to perform the Services in a professional manner; (b) the Services and Work Product will not infringe the intellectual property or proprietary rights of any third party; and (c) Contractor shall comply with all applicable laws, regulations and codes.

9.3 Remedies for Breach. Contractor's breach of the warranties in Section 9.2 shall entitle Client to require Contractor, at Contractor's expense, to (a) procure for Client the right to continue using the affected Work Product, (b) replace or modify the Work Product to be non-infringing, or (c) if neither (a) nor (b) is commercially practicable, obtain a refund of amounts paid for the infringing portion, in addition to any other remedies available at law or in equity.

10. INDEMNIFICATION

10.1 By Contractor. Contractor shall indemnify, defend and hold harmless Client and its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from (a) Contractor's breach of this Agreement, (b) Contractor's negligence or willful misconduct, or (c) any claim that the Work Product or Contractor's performance infringes or misappropriates any third-party intellectual property right, except to the extent such claim arises from Client's modifications or Client Materials.

10.2 By Client. Client shall indemnify, defend and hold harmless Contractor from and against claims arising from Client Materials or Client's gross negligence or willful misconduct.

11. LIMITATION OF LIABILITY

11.1 Exclusion of Damages. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS OR REVENUE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

11.2 Cap on Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OBLIGATIONS UNDER SECTION 10, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED [LIABILITY CAP AMOUNT] OR THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO CONTRACTOR UNDER THIS AGREEMENT DURING THE [CAP PERIOD] MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS.

12. INSURANCE

12.1 Insurance Requirements. During the Term, Contractor shall maintain at its expense the insurance coverages set forth in Exhibit D ("Insurance Requirements"). Upon request, Contractor shall provide certificates of insurance evidencing such coverages and naming Client as an additional insured where appropriate.

13. NON-SOLICITATION

13.1 During the Term and for a period of [NON-SOLICITATION PERIOD] months following termination, neither Party shall directly solicit for hire the other Party's employees whose employment was known to the soliciting Party in connection with this Agreement. This Section shall not apply to general solicitations of employment not specifically targeted at the other Party's employees.

14. COMPLIANCE WITH LAWS; EXPORTS

14.1 Compliance. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing the Services, including laws relating to privacy, data protection, export controls, and employment.

15. RECORDS; AUDIT

15.1 Records. Contractor shall maintain reasonable records relating to performance of the Services and charges billed to Client for a period of [RECORDS_RETENTION_PERIOD] years after termination of this Agreement.

15.2 Audit. Upon reasonable notice and during normal business hours, Client shall have the right to audit Contractor's records to verify compliance with this Agreement; such audit shall be conducted at Client's expense unless the audit reveals a material breach by Contractor.

16. NOTICES

16.1 Method. All notices under this Agreement shall be in writing and delivered by personal delivery, nationally recognized overnight courier, certified mail (return receipt requested), or email (with confirmation) to the addresses set forth below or to such other address as a Party may designate by notice:

If to Client: [CLIENT NAME]

Attn: [CLIENT CONTACT]

[CLIENT ADDRESS]

Email: [CLIENT EMAIL]

If to Contractor: [CONTRACTOR NAME]

Attn: [CONTRACTOR CONTACT]

[CONTRACTOR ADDRESS]

Email: [CONTRACTOR EMAIL]

Notices shall be deemed given when received (or if mailed by certified mail, three (3) business days after mailing).

17. GOVERNING LAW; DISPUTE RESOLUTION

17.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles.

17.2 Dispute Resolution. The Parties shall first attempt in good faith to resolve any dispute arising under this Agreement through negotiation between senior executives. If the dispute is not resolved within [NEGOTIATION PERIOD] days, the dispute shall be resolved by binding arbitration administered by the American Arbitration Association in [ARBITRATION LOCATION], [STATE], in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

18. REMEDIES; EQUITABLE RELIEF

18.1 Remedies. The rights and remedies of the Parties under this Agreement are cumulative and in addition to any other remedies available at law or in equity.

18.2 Injunctive Relief. Each Party acknowledges that a breach of Sections 7 or 8 may cause irreparable harm to the other Party for which monetary damages would be inadequate, and the non-breaching Party shall be entitled to seek injunctive relief in addition to any other remedies.

19. ASSIGNMENT

19.1 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, except that Client may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of substantially all of its assets without Contractor's consent; provided that the assignee assumes Client's obligations hereunder.

20. SEVERABILITY

20.1 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace any invalid provision with a valid provision that achieves, to the extent possible, the original economic intent.

21. ENTIRE AGREEMENT

21.1 Entire Agreement. This Agreement, including all Exhibits and any written statements of work executed under this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals or representations, whether written or oral.

22. AMENDMENT

22.1 Amendment. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by authorized representatives of both Parties.

23. WAIVER

23.1 Waiver. No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, unless such waiver is in writing and signed by the waiving Party.

24. COUNTERPARTS

24.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic transmission (including PDF) shall be binding.

25. SURVIVAL

25.1 Survival. The provisions of Sections 5 (Taxes), 7 (Confidentiality), 8 (Work Product; Intellectual Property), 9 (Representations and Warranties), 10 (Indemnification), 11 (Limitation of Liability), 16 (Notices), 17 (Governing Law; Dispute Resolution), 20 (Severability), 21 (Entire Agreement) and 25 (Survival) shall survive termination or expiration of this Agreement, together with any other provisions that by their nature should survive.

EXHIBIT A - SERVICES

[DETAILED DESCRIPTION OF SERVICES, DELIVERABLES, TIMELINES, MILESTONES]

EXHIBIT B - FEES, EXPENSES, AND PAYMENT TERMS

- Fees: [FEE STRUCTURE / COMPENSATION AMOUNT]
- Payment Terms: [PAYMENT TERMS]
- Expense Reimbursement: [EXPENSE POLICY]
- Invoicing Schedule: [INVOICE SCHEDULE]

EXHIBIT C - INTELLECTUAL PROPERTY

- Specify any exceptions to assignment, license terms for Contractor Materials, open source components, third-party licenses, and any retained rights by Contractor.

EXHIBIT D - INSURANCE REQUIREMENTS

- Commercial General Liability: [CGL LIMITS]
- Professional Liability / Errors & Omissions: [E&O LIMITS]
- Workers' Compensation: as required by law
- Automobile Liability: [AUTO LIMITS] (if applicable)
- Additional Insured: Client shall be named as additional insured where applicable

- Certificates: Contractor shall provide certificates evidencing coverage prior to commencement of Services

IN WITNESS WHEREOF, the Parties have executed this Independent Contractor Agreement as of the Effective Date.

CLIENT:

[CLIENT NAME]

By: _____

Name: [CLIENT SIGNATORY NAME]

Title: [CLIENT SIGNATORY TITLE]

Date: [DATE]

CONTRACTOR:

[CONTRACTOR NAME]

By: _____

Name: [CONTRACTOR SIGNATORY NAME]

Title: [CONTRACTOR SIGNATORY TITLE]

Date: [DATE]

Optional Notary (if required):

State of [STATE]

County of [COUNTY]

On this ____ day of _____, 20__, before me personally appeared

_____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Name: [NOTARY NAME]

My Commission Expires: [NOTARY COMMISSION EXPIRATION]

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