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# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is made between \_\_\_\_\_ (“the Client”), registered with company number \_\_\_\_\_ and with a business address at \_\_\_\_\_, and \_\_\_\_\_ (“the Contractor”), registered with company number \_\_\_\_\_ and with a business address at \_\_\_\_\_.

## 1. Services and Payment

The Contractor agrees to perform the following services (“Services”):

\_\_\_\_\_ and the Client agrees to pay for them the following rates:  
\_\_\_\_\_ (The “Payment”).

The Contractor shall professionally perform the Services and follow the Client's reasonable instructions.

The Payment shall be payable [Payment Schedule] (e.g., upon completion of the Services, in monthly instalments) and the Client shall make payment by bank transfer to Contractor's account at [Bank Name], account number [Account Number].

## 2. Term and Termination

In consideration of the mutual terms and conditions, the Agreement will be effective since \_\_\_\_\_, 20\_\_\_. Either the Client or the Contractor may terminate this Agreement, with reasonable cause, effective immediately upon giving written notice.

Reasonable cause includes:

- a material violation of this Agreement, or
- any act exposing the other party to liability to others for personal injury or property damage.

OR

After 30 days of the term, either party may, without cause, terminate this Agreement by giving 30 days written notice to the other.

### **3. Independent Contractor**

The Contractor has an independent contractor status, and neither the Contractor nor the Contractor's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Contractor agrees and represents, and the Client agrees, as follows:

The Contractor has the right to perform services for other clients during the term of this Agreement.

- The Contractor has the sole right to control and direct the means, manners, and methods to follow in order to perform the Services properly.
- The Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement. The Client shall not hire, supervise, or pay any assistants to help the Contractor.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required to wear any uniforms provided by the Client.
- The Client shall not give any training in the professional skills necessary to properly perform the Services to the Contractor or the Contractor's employees or contract personnel.
- Neither the Contractor nor the Contractor's employees or contract personnel shall be required by the Client to devote full time to the performance of the services required by this Agreement.

### **4. Expenses**

The Expenses should be paid by:

- The Contractor will be responsible for all expenses, including supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes or others.
- The Client shall reimburse the Contractor for the following expenses that are attributable directly to work performed under this Agreement: \_\_\_\_\_ [INSERT EXPENSES]. The Contractor shall submit an itemized statement of the Contractor's expenses. The Client shall pay the Contractor within 30 days after receipt of each statement.

### **5. Confidentiality**

After performing the services, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. Any Confidential Information that the Contractor accesses or develops in connection with the services shall be subject to the terms and conditions of this clause.

The Contractor agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the Client, and not to use any Confidential Information for any purpose except as required in the performance of the services. You shall notify the Client immediately in the event you become aware of any loss or disclosure of any Confidential Information.

## 6. Intellectual Property

All intellectual property rights arising from the Services shall be the exclusive property of the Client.

Contractor hereby assigns to the Client all rights, titles, and interest in and to any such intellectual property rights.

## 7. Additional Terms and Conditions

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## 8. Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

## 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_ [COUNTRY].

## 10. Entire Agreement

This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

CONTRACTOR

COMPANY/CLIENT

By:

CONTRACTOR (Print Name)

Its: \_\_\_\_\_

Signature of Contractor

