

Independent Contractor Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Fill it in and sign it free at <https://www.evenseal.com/fill/independent-contractor-agreement-template> — it opens in your browser and the file is never uploaded.
3. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Independent Contractor Agreement

This Independent Contractor Agreement (this "Agreement") is made on [Date] between [Client's full legal name] of [Client's address] (the "Client") and [Contractor's full legal name or registered business name] of [Contractor's address] (the "Contractor"). Each is a "Party" and together they are the "Parties".

The Client wishes to engage the Contractor to provide the services described below, and the Contractor wishes to provide them as an independent business and not as an employee of the Client. This Agreement sets out the terms of that engagement.

1. Services and Deliverables

The Contractor shall provide the following services to the Client (the "Services"):
[Describe the services in specific terms, e.g. design and build a five-page marketing website] .

The Contractor shall deliver the following (the "Deliverables"):

- (a) [First deliverable, and the form it is delivered in] ;
- (b) [Second deliverable, if any] ;
- (c) [Third deliverable, if any] .

2. Scope Changes

Work that is not described in clause 1 is outside the scope of this Agreement. If the Client asks for work outside that scope, neither Party is obliged to proceed until the Parties have agreed in writing on the additional work and the additional fee, which may be recorded in an email or a written change order.

The Contractor shall notify the Client promptly if the Client's requests, or a delay caused by the Client, materially change the effort required to complete the Services.

3. Fees, Invoicing and Expenses

The Client shall pay the Contractor
[Rate and basis, e.g. \$75 per hour, or \$6,000 for the project] for the Services.
[State any deposit or milestone schedule, e.g. 50% on signing and 50% on delivery, or write "None"] .

The Contractor shall invoice the Client
[Invoicing frequency, e.g. on completion of each milestone, or monthly in arrears] . The Client shall pay each undisputed invoice within [Payment period, e.g. fourteen (14) days] of receipt, by [Payment method, e.g. bank transfer to the account named on the invoice] .
Amounts unpaid after that period bear interest at

[Late payment interest rate, e.g. 1.5% per month] , and the Contractor may suspend the Services on written notice until payment is received. If the Client disputes part of an invoice in good faith, it shall pay the undisputed part on time and raise the disputed part in writing before the due date.

The fees are [State "inclusive of" or "exclusive of"] expenses. Expenses that are billed separately must be reasonable, incurred in performing the Services, approved by the Client in writing in advance where they exceed [Approval threshold, e.g. \$200] , and supported by receipts. All amounts are exclusive of any sales, value-added or similar taxes, which the Client shall pay in addition where they apply.

4. Term, Schedule and Deadlines

This Agreement begins on [Start date] and continues until [End date, a milestone, or "the Services are complete"] , unless ended earlier under clause

9. This Agreement

[Renewal, e.g. "does not renew" or "renews monthly unless either Party gives notice"] .

The Contractor shall use reasonable efforts to meet the following dates:

[Key milestones and their dates, or "the schedule agreed in writing between the Parties"] .

Deadlines that depend on the Client supplying content, access, approvals or feedback shift by the length of any delay by the Client. Neither Party is liable for a failure to meet a deadline caused by an event outside its reasonable control, provided it notifies the other Party promptly and resumes performance as soon as it can.

5. Independent Contractor Status

The Contractor is an independent contractor. Nothing in this Agreement creates an employment, partnership, joint venture or agency relationship between the Parties, and neither Party may bind the other or hold itself out as able to do so. It is the express intention of both Parties that the Contractor is engaged as an independent business.

This clause records the Parties' intention. Each Party shall conduct the engagement consistently with it, and neither shall act in a way that contradicts it.

Accordingly, the Parties agree that:

- (a) the Contractor controls the manner, method and means by which the Services are performed, and determines when and where the work is done, subject only to the Deliverables, deadlines and reasonable access or security requirements agreed in this Agreement;
- (b) the Contractor supplies its own equipment, tools, software and workspace, unless the Parties agree otherwise in writing;
- (c) the Contractor is free to work for other clients, including during the term of this

Agreement, provided doing so does not breach clause 7 or clause 8;

(d) the Contractor may engage its own employees or subcontractors to perform the Services, and remains responsible for their work, their pay and their compliance with this Agreement;

(e) the Contractor is not entitled to any employee benefit provided by the Client, including paid leave, sick pay, health or retirement benefits, expense allowances, bonuses or severance; and

(f) the Client does not withhold or pay employment taxes, social security or similar contributions on the Contractor's behalf.

6. Taxes, Insurance and Compliance

The Contractor is solely responsible for reporting and paying all taxes, contributions and levies arising from the fees paid under this Agreement, and for any filings its status as a self-employed business requires. The Contractor shall provide the Client with any tax identification details, forms or information the Client is reasonably required to collect or file in connection with these payments, and shall keep them current.

The Contractor shall hold and maintain, at its own cost, any licenses, registrations or permits its business requires, and shall comply with the laws that apply to the performance of the Services. The Contractor shall maintain

[Insurance the Contractor must carry, e.g. general liability and professional indemnity cover, or "no specific insurance"]

for the term of this Agreement and, where insurance is required, shall provide evidence of it on request.

The Contractor shall indemnify the Client against any tax, contribution, penalty or interest assessed against the Client because the Contractor failed to report or pay amounts for which it is responsible under this clause.

7. Confidentiality

"Confidential Information" means any non-public information the Client discloses to the Contractor, or that the Contractor learns or creates in performing the Services, in any form and whether or not it is marked confidential. It includes business and financial information, pricing, customer and supplier details, product plans, designs, source code, credentials, personal data, and the existence and terms of this Agreement.

The Contractor shall keep Confidential Information strictly confidential, use it only to perform the Services, take at least reasonable care with it, and not disclose it to any third party except to its personnel and subcontractors who need it for the Services and who are bound by obligations at least as protective as these. The Contractor remains responsible for any breach by those people.

These obligations do not apply to information that was already lawfully known to the Contractor without a duty of confidentiality, is or becomes public through no fault of the Contractor, is lawfully received from a third party free to disclose it, or was independently developed without reference to the Confidential Information. The Contractor may disclose Confidential Information to the extent required by law or a court or regulator, and shall where lawful and practicable notify the Client first. These obligations continue for [Confidentiality survival period, e.g. three (3) years] after this Agreement ends, and for as long as the information remains a trade secret under applicable law.

8. Intellectual Property and Work Product

"Work Product" means the Deliverables and any other material the Contractor creates for the Client in performing the Services, together with all intellectual property rights in it. On receipt of payment in full for the Services to which it relates, the Contractor assigns to the Client all right, title and interest in the Work Product, and shall sign any document and do anything else the Client reasonably requests to record or perfect that assignment. Until payment in full is received, the Contractor retains all rights in the Work Product and the Client has no license to use it.

The Contractor may use pre-existing material it owns or is licensed to use, and third-party or open-source components, in producing the Work Product ("Background Material"). Background Material is not assigned. The Contractor grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use, modify and distribute any Background Material embedded in the Work Product, to the extent needed to use the Work Product for its intended purpose. The Contractor shall identify on request any third-party or open-source component it has included and the license terms that apply to it.

To the extent permitted by law, the Contractor waives any moral rights in the Work Product. Despite clause 7, the Contractor may describe the engagement and display the Work Product in its portfolio or case studies, provided it discloses no other Confidential Information;

[State any restriction on publicity, e.g. "the Client's prior written approval is required" or "no restriction applies"] .

9. Termination

Either Party may end this Agreement for convenience on [Notice period, e.g. fourteen (14) days] written notice to the other. Either Party may end this Agreement immediately on written notice if the other Party:

- (a) commits a material breach of this Agreement that is not remedied within [Cure period, e.g. ten (10) days] of written notice describing it;

- (b) fails to pay an undisputed invoice within [Payment default period, e.g. thirty (30) days] of its due date;
- (c) becomes insolvent, enters administration or liquidation, or takes any equivalent step in any jurisdiction; or
- (d) is unable to perform for [Force majeure period, e.g. thirty (30) consecutive days] because of an event outside its reasonable control.

10. Consequences of Termination

On termination the Client shall pay for all Services performed and expenses properly incurred up to the effective date of termination, including any completed milestone and a pro-rated amount for work in progress. The Contractor shall deliver the Work Product created up to that date, in its then-current state, once that payment is received.

Within [Return period, e.g. ten (10) days] of termination each Party shall return or destroy the other Party's Confidential Information, materials, credentials and property in its possession, except for one copy either Party may retain to the extent required by law or its ordinary backup and record-retention practices. Clauses 6, 7, 8, 11, 12 and 13 survive termination, along with this clause and any payment obligation that accrued before it.

11. Warranties and Indemnity

The Contractor warrants that it has the right to enter into this Agreement, that the Services will be performed with reasonable skill and care and in a professional manner, and that the Work Product will be its original work or material it is licensed to supply and will not, to the best of its knowledge, infringe the rights of any third party. The Client warrants that it has the right to supply any material it provides to the Contractor for use in the Services.

Each Party shall indemnify the other against third-party claims arising from a breach of the warranties it gives in this clause. The indemnifying Party's obligation applies only if it is notified of the claim promptly, is given reasonable control of its defense, and receives reasonable cooperation from the other Party.

12. Limitation of Liability

Neither Party is liable to the other for any indirect or consequential loss, or for loss of profit, revenue, data, goodwill or anticipated savings, however caused.

Each Party's total liability arising out of or in connection with this Agreement is limited to

[Liability cap, e.g. the total fees paid under this Agreement in the twelve (12) months before the claim] .

The exclusions and the cap in this clause do not apply to liability for fraud, for a breach of clause 7, or to amounts payable under the indemnities in clause 6 and clause 11, and nothing in this Agreement limits any liability that cannot lawfully be limited.

13. Governing Law and Jurisdiction

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

14. General

This Agreement is the entire agreement between the Parties about the Services and replaces any earlier proposal, quote or understanding on that subject. It may only be amended in writing signed by both Parties. Any purchase order or standard terms either Party issues has no effect on this Agreement.

Neither Party may assign this Agreement without the other's written consent, except to a successor to substantially all of its business. If any provision is held unenforceable, the rest continues in force. A failure to enforce a provision is not a waiver of it. Notices under this Agreement must be in writing and sent to the addresses above or to an email address the Parties use for the engagement.

This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____

Contractor

Signature: _____

Printed name: _____

Date: _____