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# Independent Contractor Agreement

A comprehensive agreement for engaging independent contractors, covering services, payment, IP, and confidentiality. Based on the Common Paper Cloud Service Agreement (adapted for contractor engagements), licensed under CC BY 4.0.

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## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is entered into as of [Effective Date] (the "Effective Date") by and between:

Acme Corporation, with notice address at 123 Main Street, Suite 100, City, State 12345 (the "Client");

and

Jane Doe / Doe Consulting LLC, with notice address at 456 Oak Avenue, City, State 67890 (the "Contractor").

The Client and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

### 1. Services

1.1 Engagement. The Client hereby engages the Contractor, and the Contractor agrees to perform, the following services (the "Services"): Software development, consulting, and related technical services as further detailed in any Statement of Work. The Services may be further detailed in one or more Statements of Work ("SOWs") entered into by the Parties.

1.2 Performance Standard. The Contractor shall perform the Services in a professional and workmanlike manner, consistent with industry standards. The Contractor shall have the right to determine the method, details, and means of performing the Services, provided that the Contractor meets any deadlines and deliverables agreed upon by the Parties.

1.3 Feedback. The Contractor may, but is not required to, give the Client feedback or suggestions regarding the Client's business or operations. Any such feedback is provided "AS IS" and the Client may use all feedback freely without any restriction or obligation.

### 2. Compensation and Taxes

2.1 Fees. In consideration of the Services, the Client shall pay the Contractor \$100 per hour / \$10,000 per month (the "Fees"). All Fees are exclusive of taxes.

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2.2 Invoicing and Payment. The Contractor shall submit invoices to the Client in a form reasonably acceptable to the Client, and the Client shall pay each invoice within Net 30 of receipt. Late payments shall accrue interest at a rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less.

2.3 Taxes. The Contractor is responsible for all applicable taxes, including self-employment taxes, income taxes, and any other taxes or levies arising from Fees received under this Agreement. The Client will not withhold any taxes from payments to the Contractor. The Contractor shall provide any tax documentation reasonably requested by the Client, including a completed W-9 (or equivalent) form.

2.4 Expenses. The Client shall reimburse the Contractor for pre-approved, reasonable business expenses incurred in performing the Services, provided the Contractor submits adequate documentation.

### **3. Term and Termination**

3.1 Term. This Agreement shall commence on the Effective Date and shall continue until [End Date (if applicable)], unless earlier terminated in accordance with this Section 3.

3.2 Termination for Convenience. Either Party may terminate this Agreement upon 14 days written notice to the other Party.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) fails to cure a material breach within fifteen (15) days after receiving written notice of such breach; (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes the subject of bankruptcy or similar proceedings.

3.4 Effect of Termination. Upon termination: (a) the Contractor shall cease performing the Services; (b) the Client shall pay the Contractor for all Services satisfactorily completed and expenses incurred through the date of termination; (c) each Party shall return or destroy the other Party's Confidential Information in its possession or control.

### **4. Independent Contractor Relationship**

4.1 Status. The Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the Client. Nothing in this Agreement shall be construed to create an employment relationship, partnership, or joint venture between the Parties.

4.2 No Benefits. The Contractor shall not be entitled to any employee benefits, including but not limited to health insurance, retirement plans, paid time off, or workers' compensation. The Contractor is solely responsible for their own insurance, benefits, and business expenses.

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4.3 No Authority. The Contractor has no authority to bind the Client or make commitments on the Client's behalf without the Client's prior written consent. The Contractor shall not represent themselves as an employee or authorized agent of the Client.

## **5. Intellectual Property**

5.1 Work Product. All work product, deliverables, inventions, and intellectual property created by the Contractor in the course of performing the Services (the "Work Product") shall be the sole and exclusive property of the Client. The Contractor hereby irrevocably assigns to the Client all rights, title, and interest in and to the Work Product, including all intellectual property rights therein.

5.2 Pre-Existing IP. The Contractor retains all right, title, and interest in any intellectual property owned by the Contractor prior to the Effective Date or developed outside the scope of this Agreement ("Pre-Existing IP"). If the Contractor incorporates any Pre-Existing IP into the Work Product, the Contractor grants the Client a non-exclusive, perpetual, worldwide, royalty-free license to use such Pre-Existing IP as part of the Work Product.

5.3 Moral Rights. To the extent permitted by applicable law, the Contractor waives all moral rights in the Work Product.

## **6. Confidentiality**

6.1 Confidential Information. "Confidential Information" means information in any form disclosed by or on behalf of a Party to the other Party in connection with this Agreement that (a) is identified as "confidential", "proprietary", or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure.

6.2 Obligations. Each Party (as "Receiving Party") shall: (a) use the other Party's (as "Disclosing Party") Confidential Information solely as necessary to perform its obligations or exercise its rights under this Agreement; (b) not disclose Confidential Information to third parties without the Disclosing Party's prior written consent, except to employees, agents, and representatives with a need to know who are bound by confidentiality obligations; and (c) protect Confidential Information using at least the same protections it uses for its own similar information but no less than a reasonable standard of care.

6.3 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Receiving Party; (b) was rightfully known prior to disclosure; (c) is received from a third party without restriction; or (d) is independently developed without use of Confidential Information.

6.4 Survival. The obligations of confidentiality shall survive termination of this Agreement for a period of two (2) years.

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## **8. Representations and Warranties**

Each Party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; (b) it is duly organized, validly existing, and in good standing under the applicable laws of its jurisdiction; (c) it will comply with all applicable laws in performing its obligations under this Agreement; and (d) the execution, delivery, and performance of this Agreement do not conflict with any other agreement to which it is a party.

The Contractor additionally represents and warrants that: (a) it has the skills, qualifications, and experience necessary to perform the Services; (b) the Work Product will be original and will not infringe any third party's intellectual property rights; and (c) it is free to enter into this Agreement and is not subject to any restrictive covenants that would prevent it from performing the Services.

## **9. Indemnification**

Each Party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party (the "Protected Party") from and against all claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) a material breach of this Agreement by the Indemnifying Party; (b) the negligent or wrongful acts or omissions of the Indemnifying Party; or (c) any claim that the Work Product or Services infringe a third party's intellectual property rights (applicable to the Contractor only).

The Protected Party's rights under this section are contingent upon: (a) promptly notifying the Indemnifying Party of the claim; (b) giving the Indemnifying Party sole control over the defense and settlement; and (c) providing reasonable assistance at the Indemnifying Party's expense.

## **10. Limitation of Liability**

EXCEPT FOR CLAIMS ARISING FROM A BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY INFRINGEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## **11. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws provisions. Any legal suit, action, or proceeding relating to this

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Agreement must be instituted in the federal or state courts located in New Castle County, Delaware. Each Party irrevocably submits to the exclusive jurisdiction of such courts.

## 12. General Provisions

12.1 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations.

12.2 Amendments. This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Parties.

12.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all its assets.

12.4 Severability. If any provision is held unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

12.5 Notices. All notices must be in writing and sent to the notice addresses set forth above. Notices are deemed delivered upon receipt.

12.6 Counterparts. This Agreement may be executed in counterparts, including electronic copies, each of which is deemed an original and which together form the same agreement.

## SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

**Client**

**Contractor**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Title: \_\_\_\_\_

Title: \_\_\_\_\_