# Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is entered into between

xxx ("Client") and xxx ("Contractor").

It is agreed as follows:

**1. Services To Be Performed**

Contractor agrees to perform the following services for Client:

*1.1 Inclusions*:

What the job requirements are

*1.2 Exclusions*:

Any exclusions?

**2. Time For Performance**

Contractor will perform the services according to the following schedule:

Upon commencement of this contract, the Contractor will work with the Client for x weeks to execute services outline at Section 1.1.

**3. Payment**

Client will pay Contractor -- $xx USD, paid in 3 instalments (via Paypal) as follows:

First payment (non-refundable) on commencement of this contract: $xxx

Second Payment due xx $xx (Milestone 2)

Third Payment due xx $xx (Milestone 3)

**4. Independent Contractor Status**

The parties intend Contractor to be an independent contractor in the performance of the services, and in no way shall be referred to or treated as an employee of Client.

As an independent contractor, the Contractor will have the right to control and determine the methods and means of performing the Services and will be responsible for its own federal, state and local taxes, insurance, bonding, and other obligations of any kind relating to the Contractor’s performance of the Services under this Agreement. The Contractor acknowledges that it has all necessary licenses, permits and documents to carry out and perform the Services referred to in this Agreement.

**5. Fringe Benefits**

Neither Contractor nor Contractor's employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

**6. Invoices**

Contractor will submit invoices to the Client for as per the payment instalments and Scope of Works found within Sections 1.1 and 3.

**7. Ownership Of Work Product**

1. All material created during provision of the Services (the "Work Product") will be considered "works made for hire" and Client will exclusively own all rights, title and interest in the Work Product. Contractor hereby assigns to Client any and all rights to work completed.
2. To the extent Contractor has incorporated any of its pre-existing work into the Work Product, Contractor grants to Client an irrevocable, nonexclusive, perpetual, paid-up, worldwide license to use, copy, modify and prepare derivative works of Contractor's pre-existing work incorporated into the Work Product.

**8. Confidentiality**

Contractor acknowledges that, in the course of performing its obligations, it will be receiving information that is proprietary and confidential to Client. Contractor will not intentionally disclose, and will use its best efforts to prohibit the unintentional disclosure, to any third party of any confidential or proprietary information concerning Client or its processes, inventions, formulae, customers, suppliers, or any trade secret, unless the disclosure is expressly assented to in writing by Client. This obligation will survive termination of this Agreement. All information furnished to Contractor by Client will be considered confidential or proprietary information, unless otherwise indicated by Client.

**9. Termination**

Either party may terminate this agreement by providing xxx days written notice of that party's intent to terminate to the other party. All monies outstanding to contractor will be due in full on the final date of termination.

**10. Other Terms**

*10.1 Additional Services*

For services performed over and above what is outlined in Section 1.1, (Section 1.2 can be added as Additional Services) a new agreement for those new services will be arranged at either an hourly rate of $100.00 per hour or a negotiated lump sum payment, to be mutually agreed upon between the Client and the Contractor.

**11. Miscellaneous**

1. Entire Agreement; Modification. This is the entire Agreement between the parties and supersedes all prior agreements and negotiations between the parties, as well as any prior writings. This Agreement may be modified only by a written agreement signed by all the parties.
2. Severability. Every provision of this Agreement is intended to be severable. If any term or provision of this Agreement is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of the terms of this contract.
3. Waiver. If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.
4. Governing Law. The laws of xxx shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties to this Agreement.
5. Successors and Assignees. This Agreement binds and benefits the heirs, successors, and assignees of the parties.
6. Arbitration. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved will be settled by final binding arbitration, and the judgment rendered by the arbitrator may be entered in any court in xxx.

I have read this Agreement and I understand and agree to its terms and conditions.