Independent Contractor Agreement

Fill in every [Placeholder]. Attach a Statement of Work (Exhibit A) describing the project. A contract does not decide worker classification: how the relationship works in practice does. Have counsel review the agreement for each state where contractors work.

PARTIES AND EFFECTIVE DATE

This Independent Contractor Agreement ("Agreement") is entered into as of [Effective Date] between [Company Legal Name], a [State] [corporation / LLC] with its principal office at [Company Address] ("Company"), and [Contractor Legal Name or Business Name], [an individual / a State entity type] with an address at [Contractor Address] ("Contractor").

1. SERVICES

Contractor will provide the services and deliverables described in the Statement of Work attached as Exhibit A ("Services"). Additional work requires a new or amended Statement of Work signed by both parties. Contractor determines the method, details and means of performing the Services, subject only to the deliverables, specifications and deadlines in the Statement of Work.

2. TERM

This Agreement begins on the Effective Date and continues until [End Date / completion of the Services in Exhibit A], unless ended earlier under Section 10.

3. FEES AND INVOICING

Company will pay Contractor [a fixed fee of $[Amount] for the project / $[Rate] per hour / $[Amount] per deliverable], as set out in Exhibit A. Contractor will invoice Company [monthly / on completion of each milestone], with a description of Services performed [and hours worked]. Company will pay undisputed invoices within [30] days of receipt. Contractor is responsible for its own business expenses unless Exhibit A lists reimbursable expenses approved in writing in advance. Contractor will provide a completed IRS Form W-9 before the first payment.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

Contractor is an independent contractor and not an employee, partner or agent of Company. Contractor is not entitled to Company's employee benefits, and Company will not withhold income taxes or pay Social Security, Medicare or unemployment taxes for Contractor. Contractor is responsible for all taxes on fees received and will maintain any licenses and registrations required to perform the Services. Contractor sets its own working hours, provides its own tools and equipment except as stated in Exhibit A, and may perform services for other clients during the term, provided it complies with Section 6.

5. OWNERSHIP OF WORK PRODUCT

All deliverables and work product created by Contractor specifically for Company under this Agreement ("Work Product") will be owned by Company upon full payment. To the extent any Work Product is not a work made for hire under US copyright law, Contractor assigns to Company all right, title and interest in it. Contractor keeps ownership of its pre-existing materials, tools and know-how ("Contractor Materials") and grants Company a non-exclusive, perpetual, royalty-free license to use any Contractor Materials

included in the Work Product.

6. CONFIDENTIALITY

Contractor will keep confidential all non-public information received from Company, including business plans, customer data, employee data, pricing and technical information ("Confidential Information"), will use it only to perform the Services and will return or destroy it at the end of the engagement. These obligations last for [3] years after this Agreement ends, and indefinitely for trade secrets and personal data. This section does not apply to information that is public through no fault of Contractor, already known to Contractor or required to be disclosed by law. Nothing in this Agreement prevents Contractor from reporting possible violations of law to a government agency, and notice is given of the immunity provisions of the Defend Trade Secrets Act, 18 U.S.C. section 1833(b).

7. DATA PROTECTION AND SECURITY

If Contractor has access to personal information of Company's employees, candidates or customers, Contractor will process it only on Company's instructions, protect it with reasonable security measures and notify Company within [72] hours of becoming aware of any unauthorized access.

8. INSURANCE AND INDEMNITY

Contractor will maintain [general liability insurance of at least $[Amount] per occurrence / professional liability insurance of at least $[Amount]] [and workers' compensation insurance where required by law] during the term and provide certificates on request. Each party will indemnify the other against third-party claims arising from its own negligence, willful misconduct or breach of this Agreement.

9. NON-SOLICITATION

[Optional:] During the term and for [12] months after, Contractor will not solicit any Company employee it worked with under this Agreement to leave Company. [Check state law before including any restrictive covenant.]

10. TERMINATION

Either party may end this Agreement for convenience with [14] days' written notice, or immediately on written notice if the other party materially breaches it and does not cure the breach within [10] days. On termination, Company will pay for Services performed and accepted through the termination date, and Contractor will deliver all completed and in-progress Work Product and return Company property and Confidential Information.

11. GENERAL

This Agreement, with Exhibit A, is the entire agreement between the parties on its subject and replaces any prior understandings. It may be amended only in a writing signed by both parties. Contractor may not assign or subcontract the Services without Company's written consent. This Agreement is governed by the laws of the State of [State]. If any provision is unenforceable, the rest remains in effect. Notices must be in writing to the addresses above or by email to [Company Notice Email] and [Contractor Notice Email].

SIGNATURES

Company authorized signer name and title

Company signature

Date

Date

Contractor name (and business name, if any)

Contractor signature

Date

Date

EXHIBIT A: STATEMENT OF WORK

Project name

Description of services

Deliverables and acceptance criteria

Milestones and due dates

Fee structure and amount

Approved reimbursable expenses (if any)

Company-provided access or equipment (if any)

Company project contact