

INDEPENDENT CONTRACTOR AGREEMENT

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

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. corporation] with its principal place of business at [COMPANY ADDRESS] ("**Company**"); and

[CONTRACTOR LEGAL NAME], [a [STATE] [ENTITY TYPE] / an individual] with an address at [CONTRACTOR ADDRESS] ("**Contractor**").

Company and Contractor are each a "**Party**" and together the "**Parties**."

Recitals. Company wishes to engage Contractor as an independent contractor to perform certain services, and Contractor wishes to perform those services as an independent contractor and not as an employee, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Services

1.1 Services. Contractor will perform the following services for Company (the "**Services**"): [DESCRIBE THE SERVICES, DELIVERABLES, AND ANY MILESTONES IN SPECIFIC TERMS].

1.2 Standard of performance. Contractor will perform the Services in a professional and workmanlike manner, consistent with generally accepted standards for the relevant field, and will devote the time and attention reasonably necessary to perform them.

1.3 Schedule. Contractor will perform the Services on the following schedule: [STATE DEADLINES, MILESTONES, OR ONGOING SCHEDULE]. Contractor controls the manner and means of performance, subject to these deadlines and the requirements of this Agreement.

1.4 Compliance. Contractor will comply with applicable laws in performing the Services and with Company's reasonable on-site and security policies when working at Company facilities or on Company systems.

2. Independent Contractor Relationship

2.1 Status. Contractor is an independent contractor, not an employee, agent, partner, or joint venturer of Company. Whether a worker is properly classified as an independent contractor depends on applicable federal and state law, which vary; the Parties intend this relationship to satisfy the applicable classification tests and will structure their conduct accordingly.

2.2 Control. Contractor determines the method, details, and means of performing the Services. Company is interested in the results, not in directing the day-to-day manner of work.

2.3 No benefits. Contractor is not entitled to any employee benefits from Company, including health insurance, retirement, paid leave, unemployment insurance, or workers' compensation, and waives any claim to them.

2.4 Own business. Contractor provides its own tools, equipment, and workspace except as the Parties agree in writing, may perform services for others during the Term, and is responsible for its own business operations and overhead.

2.5 No authority to bind. Contractor has no authority to enter into contracts or commitments in Company's name or to bind Company, except as Company expressly authorizes in writing.

3. Compensation

3.1 Fees. Company will pay Contractor on the following basis: **[CHOOSE: a flat fee of [AMOUNT]; an hourly rate of [RATE]; or milestone payments as described in an exhibit]**. Unless stated otherwise, fees are in **[CURRENCY, e.g. US dollars]**.

3.2 Invoicing and payment. Contractor will invoice Company **[ON COMPLETION OF MILESTONES / MONTHLY / AS STATED ABOVE]**, and Company will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date.

3.3 Expenses. Company will reimburse Contractor for reasonable, pre-approved, documented out-of-pocket expenses incurred in performing the Services.

3.4 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid.

4. Taxes

4.1 Contractor responsibility. Contractor is solely responsible for all federal, state, and local taxes on amounts it receives under this Agreement, including income tax and self-employment tax, and for any required estimated tax payments.

4.2 No withholding. Company will not withhold taxes from payments to Contractor except as required by law. Company will report payments as required by applicable law, including by issuing any required information return.

4.3 Indemnity for misclassification claims. Contractor will indemnify Company for any taxes, penalties, or interest assessed against Company that result solely from Contractor's failure to pay taxes on amounts received under this Agreement, to the extent permitted by applicable law.

5. Term and Termination

5.1 Term. This Agreement begins on the Effective Date and continues until **[END DATE / COMPLETION OF THE SERVICES]**, unless terminated earlier under this Section (the "Term").

5.2 Termination for convenience. Either Party may terminate this Agreement for convenience on **[NUMBER, e.g. 14]** days' prior written notice.

5.3 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

5.4 Effect of termination. On termination, Company will pay Contractor for all Services properly performed and expenses properly incurred through the effective date of termination. Contractor will deliver work product for which Company has paid and promptly return Company property and Confidential Information.

6. Confidentiality

6.1 Definition. "Confidential Information" means non-public information Company discloses to Contractor, or that Contractor learns in connection with the Services, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances, including business plans, financials, customer data, and technical information.

6.2 Obligations. Contractor will use Confidential Information only to perform the Services, protect it with at least reasonable care, and not disclose it to any third party without Company's prior written consent.

6.3 Exclusions. Confidentiality obligations do not apply to information that is or becomes public through no fault of Contractor, was rightfully known to Contractor without restriction before disclosure, is rightfully obtained from a third party without restriction, or is independently developed without use of the Confidential Information.

6.4 Return. On Company's request or on termination, Contractor will return or destroy Confidential Information in its possession, except copies retained in routine backups or as required by law, which remain subject to this Section.

7. Ownership and Intellectual Property

7.1 Work product. All deliverables, inventions, materials, and other work product Contractor creates specifically for Company in performing the Services (the "**Work Product**") are the property of Company. To the extent permitted by law, the Work Product is a "work made for hire."

7.2 Assignment. To the extent any Work Product is not a work made for hire, Contractor assigns to Company, on Company's full payment of the fees for the applicable Services, all right, title, and interest in that Work Product, and will sign documents reasonably necessary to perfect that assignment.

7.3 Pre-existing materials. Contractor retains ownership of tools, methodologies, know-how, and materials it owned or developed independently of this Agreement ("**Contractor Materials**"). To the extent Contractor Materials are embedded in the Work Product, Contractor grants Company a non-exclusive, perpetual, worldwide, royalty-free license to use them as part of the Work Product.

7.4 State-law carve-out. Any assignment of inventions under this Section applies only to the extent permitted by applicable law, and excludes inventions that qualify for protection under any applicable state statute that limits the assignment of inventions developed entirely on the worker's own time without using the Company's equipment, supplies, facilities, or trade secret information.

8. Representations and Warranties

8.1 Mutual authority. Each Party represents that it has the authority to enter into this Agreement and that doing so does not breach any other agreement binding on it.

8.2 By Contractor. Contractor represents that it will perform the Services in compliance with applicable law, that the Work Product will be its original work or properly licensed, and that, to its knowledge, the Work Product as delivered will not infringe the intellectual property rights of any third party.

8.3 No conflict. Contractor represents that its performance under this Agreement does not conflict with any obligation it owes to a third party.

9. Indemnification and Limitation of Liability

9.1 Indemnification by Contractor. Contractor will defend and indemnify Company against third-party claims arising from Contractor's gross negligence, willful misconduct, or breach of Section 8.2, subject to the limitation in Section 9.3.

9.2 Indemnification by Company. Company will defend and indemnify Contractor against third-party claims arising from materials Company provided or Company's use of the Work Product in a manner not contemplated by this Agreement, subject to the limitation in Section 9.3.

9.3 Limitation of liability. Except for breaches of confidentiality, indemnification obligations, and a Party's gross negligence or willful misconduct, neither Party is liable for indirect, incidental, special, or consequential damages, and each Party's total aggregate liability under this Agreement will not exceed the total fees paid or payable under this Agreement.

10. General Provisions

10.1 Governing law and venue. This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

10.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that Company may assign to a successor in connection with a merger or sale of substantially all assets.

10.3 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.4 Entire agreement; amendment. This Agreement is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.5 Severability, waiver, and counterparts. If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. 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 WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

CONTRACTOR

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE]

Title: [TITLE / N/A]

Date: _____

Date: _____

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