Independent Contractor Agreement

This **Independent Contractor Agreement** ("***Agreement***" hereinafter) executed on this _____ day of _____, _____, by and between the following parties;

Contractor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Client

_____

_____ _____

_____ _____ _____ _____

_____ _____

WHEREAS, Client needs an independent contractor to _____,

WHEREAS, Client understands that Contractor has the necessary skills, experience and qualifications to provide services to the Client for the above-mentioned task,

WHEREAS, Contractor accepts the responsibility in providing services for the above-mentioned task,

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual benefits and obligations set forth herein this Agreement, Client and Contractor (hereinafter known individually as "***Party***" and collectively as "***Parties***") agree as follows:

I. Scope of Work

Detailed description of the work to be prformed by the Contractor is as follows;

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II. Term of the Agreement

The term of this Agreement is _____, commence on _____ and expires on _____, unless terminated earlier by the parties.

III. Contract Amount

Total contract price for the services to be provided under this Agreement is _____.

The Client agrees to pay the Contractor according to the following schedule;

	Due Date	Amount
Initial Payment		
First Payment		
Second Payment		
Final Payment		

The Contractor shall be responsible for all expenses incurred during the performance of the services unless otherwise agreed upon in writing by both parties. Any reimbursable expenses must be pre-approved by the Client.

In the event of a late payment, the Client shall pay interest on the overdue amount at a rate of _____ % per annum.

IV. Termination

Either party may terminate this Agreement at any time, with or without cause, by providing _____ days written notice to the other party. In the event of termination, the Client shall pay the Contractor for all services performed up to the date of termination.

In any case that any Party commits breach to any of the material provisions of this Agreement, the aggrieved or the non-defaulting party may at any time terminate this Agreement immediately, with a written notice.

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V. Intellectual Property

Intellectual property shall refer to any intangible material or creation of the mind such as artistic or literary works, designs, images, names, including trade names, trademark, logos, symbols, patents, copyrights, designs, architecture, concepts, among others which are used in commerce.

As contemplated in this Agreement, the use of the Intellectual Property by the Client will not be restricted in any manner. Any intellectual property acquired by Contractor during the term of this Agreement shall not be used other than for the purpose of this Agreement. In case where intellectual creation has been created by Contractor during the term of this Agreement and for which for the purpose of this Agreement, the Parties to this Agreement agrees that the intellectual property rights belong to the Client.

VI. No Employer-Employee Relationship

The Parties agree that this Agreement does not constitute an employer-employee relationship between the parties. Parties are independent contractors and agree that this Agreement does not constitute a partnership or joint venture but is exclusively a contract for service.

Client is not required to pay or make contributions to Contractor's social security, taxes, unemployment or workers' compensation, insurance premiums, or any other benefits received by Client's employees.

VII. Return of Client's Property

In the event that this Agreement ceases to be effective, or upon request of Client, Contractor agrees to return to Client any and all properties owned by Client. Any digital or softcopy data may be deleted at the request of Client or hardcopy or physical records may be destroyed at the request of Client in case of impossibility to return the said document or data containing confidential information.

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VIII. Return of Client's Property

Except as otherwise to any breach constituted by any party herein, Parties agree to indemnify, release, and hold harmless the other, its agents, affiliates, officers, and employees from any claims, losses, damages, penalties, obligations, and other expenses of any kind resulting to or arising from any of their act or omission. This indemnification will survive the termination of this Agreement.

IX. Amendments

Any amendment or modification to this Agreement in order to be binding must be made in writing and signed by the Parties.

X. Time Is of the Essence

The duties and responsibilities of the parties hereto are a time of the essence. Any schedules must be complied with in a strict manner and unreasonable extensions are not allowed.

XI. Assignment

Contractor may not assign, subcontract, or otherwise transfer to another contractor the duties and responsibilities set forth in this agreement without due prior and written notice to Client.

XII. Severability

In case a competent court or authority holds invalid any of the provisions hereto, such invalidity shall affect only the said provision and the remaining provisions shall remain valid and enforceable.

XIII. Non-Waiver

The act or omission by any party in insisting on the strict compliance of the other regarding the terms, conditions, covenants, among others, does not constitute a waiver of the party over such breach. Only by express written consent and duly signed by the waiving party shall be considered as having been made.

XIV. Entire Agreement

This Agreement contains the entire agreement between the Parties and supersedes the other agreements made prior in relation to the subject matter. No other conditions, representation, warranty, collateral, or any other condition shall affect this Agreement except as expressly provided hereto.

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XV. Governing Law

This Agreement is governed by and construed in accordance with the applicable federal laws and the laws of the State of _____.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date of the last signature below.

Contractor

Name _____

Date _____

Signature

Client

Name _____

Date _____

Signature

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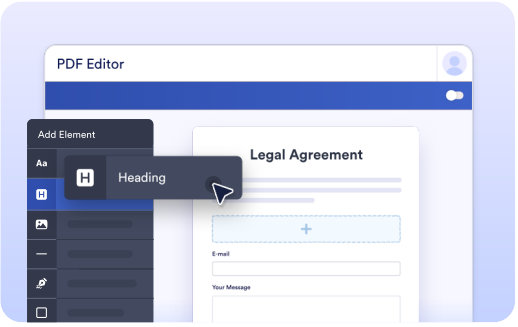

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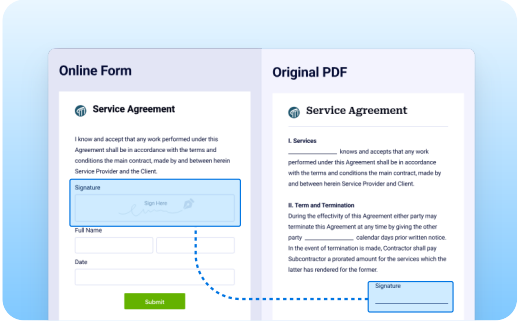

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