



Outsourcing Contract

This **Outsourcing Contract** ("**Contract**" hereinafter) is made effective by and between the following parties;

Contractor

Client

WHEREAS, the Client is engaged in the business of _____ and desires to outsource _____ services to a professional service provider in this field,

WHEREAS, the Contractor is in the _____ business and has the expertise to perform the services required by the Client;

WHEREAS, the Parties agree to enter into this Agreement under the terms and in an independent contractor relationship according to the terms and conditions set forth herein;

NOW, WHEREFORE, for and in consideration of the foregoing premises, the Parties agree as follows:

Scope of Services

Within the scope of this Contract, the Contractor agrees to perform the following services for the Client (the "**Services**");

Compensation

In consideration of the Services described herein, the Client agrees to pay monthly fixed fee of _____. Payments shall be payable within _____ days of receipt of invoice. Unpaid balances past due shall be subject to a default interest of _____%.

The Client agrees to reimburse the Service Provider for all reasonable expenses incurred in connection with the performance of the Services such as travel expenses, accommodation, materials and supplies, any other expenses as mutually agreed upon in writing.

Confidential Information

For purposes of this Contract, the term "Confidential Information" shall mean data in any form, which may include but not be limited to, records of personal or sensitive information, code, software tool specifications, algorithms, trade secrets, financial statements, marketing strategies, business and product acquisition plans, business relationships, among others, which have been acquired by one party to the other due to this Contract, and which are not disclosed as public record or information ("**Confidential Information.**")

The Parties acknowledge that the party acquiring proprietary and confidential information shall only use such information for the purpose contemplated in this Contract and do not disclose confidential information to any third parties except required by law.

The party acquiring the proprietary and confidential information acknowledges and agrees that all rights, titles, and interests in any Proprietary Information shall be and shall remain the exclusive property of the disclosing party.

Return of Materials

Upon termination of this Contract, the Parties shall promptly deliver to the other all the documents and information acquired by them to the other. No Party shall keep a copy of the information and in case it cannot be returned, the acquiring party shall delete or dispose of the information accordingly and promptly without the possibility of retrieval.

Assignment

Neither Party may assign any of its rights in this Contract without the consent of the other. Subject to the foregoing, this Contract shall be binding upon the Parties' heirs, executors, successors, administrators, and assigns.

Governing Law

The Parties shall amicably settle any dispute arising out of this Agreement. In the event that dispute between parties could not be resolved by settlement, the Party aggrieved may seek enforcement of the rules and the laws of the State of _____, excluding other state laws and without regard to the conflict of laws.

Severability

In the event any provision or part of this Contract is held invalid or unenforceable by a competent court, such invalidity shall refer only to the particular provision or part so found the remaining provisions shall remain valid and enforceable.

Force Majeure

In the event that any of the Parties hereto may be prevented from performing their obligations under this Contract due to acts of governmental authorities, terrorism, or natural calamities, among others, neither Party shall be held liable. If the party incurs failure to perform further their obligations after thirty (30) days due to such event, the other may terminate this Contract immediately by written notice.

Counterparts

This Contract may be executed in two or more electronic counterparts each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

Entire Contract

This Contract constitutes the entire agreement of the parties with regard to the subject matter hereof, and supersedes all previous written or oral representations, agreements and understandings between the parties, whether expressed or implied.

IN WITNESS WHEREOF, the Parties hereto accepting the terms and conditions above have set their hands on the day written.

Contractor

Name

Date

Signature

Client

Name

Date

Signature



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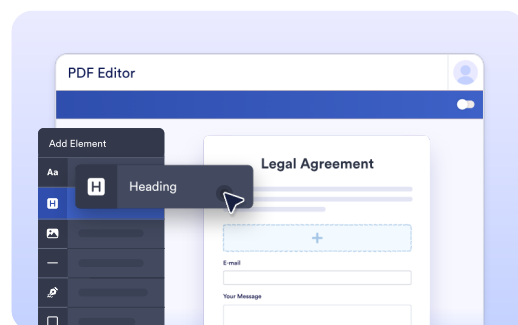
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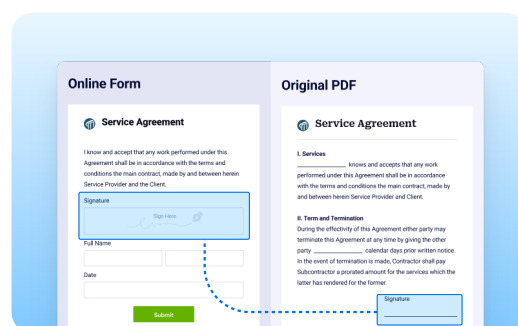
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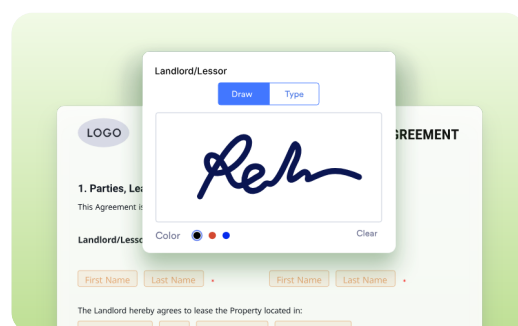
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