[Company name]

How to use this document: delete this paragraph before saving, sharing, or circulating it. Every part shown in blue is yours to replace: type your own details over each blue [field] until no blue remains. Then select all (Ctrl+A) and set the font colour to the same dark colour throughout. What is left is your finished document.

Independent Contractor Agreement

Between [Company name] **(the Client) and** [Contractor name] **(the Contractor)**

1. Services The Contractor agrees to provide the following services to the Client: [description of services, deliverables and milestones]**.**

Any change to the scope must be agreed in writing before the Contractor starts the changed work.

2. Term This agreement starts on [start date] **and continues until** [end date or completion of deliverables]**, unless ended earlier under clause 8.**

3. Fees and payment

Payment terms: _____

Invoicing: The Contractor invoices on [monthly / on milestones / on completion]**.**

Expenses: [Reimbursable / not reimbursable]**. Pre-approval required for expenses over** [amount] [currency]**.**

4. Independent contractor status The Contractor is an independent contractor, not an employee, partner or agent of the Client.

The Contractor is responsible for their own tax, insurance and statutory obligations.

Nothing in this agreement creates an employment relationship.

5. Intellectual property On full payment, all intellectual property in the deliverables created under this agreement transfers to the Client. Until then, the Contractor grants the Client a licence to use the deliverables for the agreed purpose.

6. Confidentiality Each party keeps the other's confidential information private and uses it only to perform this agreement. This duty survives termination for [2] **years.**

7. Liability Neither party is liable for indirect or consequential loss. The Contractor's total liability under this agreement is limited to [the fees paid / [amount] [currency]]**.**

8. Termination Either party may end this agreement with [14] **days' written notice. The Client pays for all work completed and accepted up to the termination date.**

9. Governing law This agreement is governed by the laws of [jurisdiction]**.**

Sign-off

Sign-off

Important: this is a general template, not legal advice. Laws differ by country, state and industry. Have a qualified lawyer review this document before you rely on it. Delete this notice before circulating the finished document.