**Independent Contractor Agreement**

This Independent Contractor Agreement Contract (the **"Agreement"**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Effective Date**”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as the “**Contractor**”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to as Add the “**Client**”), collectively “the **Parties**.”

### [Services]

1. Duties of the Contractor are listed below:
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	1. The Client agrees that the Contractor possesses the relevant experience, necessary qualifications and abilities to provide services to the Client.

### [Relationship Between the Parties]

1. The Parties agree that this Agreement is an independent contractor agreement where the Contractor provides the specified services as an independent contractor.
	1. Under no circumstances shall the independent contractor be considered an employee.
	2. This Agreement does not create any other partnership between the Parties.

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### [Term]

1. This Agreement shall begin on the Effective Date, as stated above, and will continue until [END DATE] unless terminated earlier as provided herein.
	1. This Agreement may be prolonged only on written confirmation provided by both Parties.

### [Termination]

1. This Agreement may be terminated in the event that the following occurs:
2. Immediately in case one of the Parties breaches this Agreement.
3. At any given time by providing written notice to the other party \_\_\_\_\_\_\_\_\_\_\_ days prior to terminating the Agreement.
	1. Upon terminating this Agreement, the Client will be responsible to pay for all the services provided by the Contractor until the day of termination unless it is the Contractor who breaches this Agreement where they fail to rectify such breach upon reasonable notice.

### [Severability]

1. In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties’ intention.

### [Limitation of Liability]

1. Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties’ negligence or breach.

### [Governing Law]

1. This Agreement shall be governed by and construed in accordance with the laws of [STATE/COUNTRY], without giving effect to its conflicts of law principles.

### [Confidentiality]

1. All terms and conditions of this Agreement and any materials provided during the term of the Agreement must be kept confidential by the Contractor, unless the disclosure is required pursuant to process of law.
	1. Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Client.

### [Intellectual Property]

1. The Contractor agrees that any intellectual property provided to them by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets.

### [Legal Fees]

1. In the event of a dispute that results in legal action, the successful party will be entitled to the legal fees, such as attorney’s fees or other.

The Parties agree to the terms and conditions of this Agreement set forth above as demonstrated by their signatures as follows:

Contractor

**[NAME OF CONTRACTOR]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[SIGNATURE]

Date:

Client

**[NAME OF CLIENT]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[SIGNATURE]

Date: