Sample INDEPENDENT CONTRACTOR Agreement

This Agreement is made effective as of __________________, by and between
___________________________________, of _________________________, _________________________, 
_________________________ __________, and ___
________________________________, of 
_________________________, _________________________, _________________________ __________.

In this Agreement, the party who is contracting to receive services shall be referred to as
"_________________________", and the party who will be providing the services shall be referred to as
"__________________________".

_________________________ has a background in _____________________________________________ and is
willing to provide services to _________________________ based on this background.

_________________________ desires to have services provided by _________________________.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on __________________, _________________________ will
provide the following services (collectively, the "Services"): ____________________________

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific
hours to be worked by _________________________ will be determined by _________________________.
_________________________ will rely on _________________________ to work as many hours as may be
reasonably necessary to fulfill _________________________’s obligations under this Agreement.

3. PAYMENT. _________________________ will pay a fee to _________________________ for the Services in
the amount of $___________. This fee shall be payable in a lump sum upon completion of the Services.

4. EXPENSE REIMBURSEMENT. _________________________ shall pay all "out-of-pocket" expenses, and
shall not be entitled to reimbursement from _________________________.

5. SUPPORT SERVICES. _________________________ will provide the following support services for the
benefit of _________________________: ____________________________

6. NEW PROJECT APPROVAL. _________________________ and _________________________ recognize
that _________________________’s Services will include working on various projects for
_________________________. _________________________ shall obtain the approval of
_________________________ prior to the commencement of a new project.

7. TERM/TERMINATION. This Agreement shall terminate automatically upon completion by
_________________________ of the Services required by this Agreement.

8. RELATIONSHIP OF PARTIES. It is understood by the parties that _________________________ is an
independent contractor with respect to _________________________, and not an employee of
_________________________. _________________________ will not provide fringe benefits, including health
insurance benefits, paid vacation, or any other employee benefit, for the benefit of _________________________.

9. DISCLOSURE. _________________________ is required to disclose any outside activities or interests,
including ownership or participation in the development of prior inventions, that conflict or may conflict with the
best interests of _________________________. Prompt disclosure is required under this paragraph if the activity or
interest is related, directly or indirectly, to:
10. EMPLOYEES. _________________________'s employees, if any, who perform services for _________________________ under this Agreement shall also be bound by the provisions of this Agreement. At the request of _________________________, _________________________ shall provide adequate evidence that such persons are _________________________'s employees.

11. INJURIES. _________________________ acknowledges _________________________'s obligation to obtain appropriate insurance coverage for the benefit of _________________________ (and _________________________'s employees, if any). _________________________ waives any rights to recovery from _________________________ for any injuries that _________________________ (and/or _________________________'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of _________________________ or _________________________'s employees.

12. INDEMNIFICATION. _________________________ agrees to indemnify and hold _________________________ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against _________________________ that result from the acts or omissions of _________________________, _________________________'s employees, if any, and _________________________'s agents.

13. ASSIGNMENT. _________________________'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of _________________________.

14. INTELLECTUAL PROPERTY. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):  

a. Consultant's Intellectual Property. _________________________ personally holds an interest in the Intellectual Property that is described on the attached Exhibit A and which is not subject to this Agreement.

b. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit A, further inventions or improvements, and any new items of Intellectual Property discovered or developed by _________________________ (or _________________________'s employees, if any) during the term of this Agreement shall be the property of _________________________ (and _________________________'s employees, if any). _________________________ shall sign all documents necessary to perfect the rights of _________________________ in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, _________________________ shall sign all documents necessary to assign the rights to such Intellectual Property to _________________________.

15. CONFIDENTIALITY. _________________________ recognizes that _________________________ has and will have the following information:

   - _________________________

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of _________________________ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, _________________________ agrees that _________________________ will not at any time or in any manner, either directly or indirectly, use any Information for _________________________'s own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of _________________________ (and _________________________'s employees, if any). _________________________ will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

16. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that _________________________ has disclosed (or has threatened to disclose) Information in violation of this Agreement,
_________________________ shall be entitled to an injunction to restrain _________________________ from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. _________________________ shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

17. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

18. SERVICES TO THIRD PARTIES. _________________________ shall not provide any consulting services to any third party during the term of this Agreement, unless _________________________ has obtained _________________________’s prior written consent.

19. NON-COMPETE AGREEMENT. Recognizing that the various items of Information are special and unique assets of _________________________ that need to be protected from disclosure, and in consideration of the disclosure of the Information, _________________________ agrees and covenants that for a period of _________________________ following the termination of this Agreement, whether such termination is voluntary or involuntary, _________________________ will not directly or indirectly engage in any business competitive with _________________________ . This covenant shall apply to the geographical area that includes all of the State of _________________________ . Directly or indirectly engaging in any competitive business includes, but is not limited to, (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, or (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of _________________________ for the benefit of a third party that is engaged in such business. _________________________ agrees that this non-compete provision will not adversely affect the livelihood of _________________________.

20. RETURN OF RECORDS. Upon termination of this Agreement, _________________________ shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in _________________________’s possession or under _________________________’s control and that are _________________________’s property or relate to _________________________’s business.

21. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for _________________________:

___________________________________
___________________________________
___________________________________

IF for _________________________:

___________________________________
___________________________________
___________________________________

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

22. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

23. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
24. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

25. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

26. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of _______________________.

Party receiving services:

___________________________________

By: ______________________________________________________

___________________________________

Party providing services:

___________________________________

By: ______________________________________________________

___________________________________