Independent Contractor Agreement

Statement of Work

Contractor	Name, legal business name (if any), and address of independent contractor
Company	Name and address of company engaging the contractor
Services	Provide description of services
Schedule	Set start date, end date, timeline, milestones, etc.
Rate	Include applicable rates; consider adding maximum amount of hours or fees
Payment Terms	How and when contractor will submit invoices and be paid
Governing Law & Chosen Courts	"**Governing Law**" means the laws of _____ (insert state, such as "the State of California"). "**Chosen Courts**" means the state or federal courts in _____ (insert jurisdiction, such as "San Francisco County, California").
Other Terms	Add any other terms relevant to the engagement, such as expense or travel reimbursements. Delete this row if not applicable

By signing this SOW, each party agrees to enter into this SOW subject to and incorporates the Terms below.

	COMPANY	CONTRACTOR
Signature		
Print Name		
Title		
Email Address		
Date		

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Independent Contractor Agreement

TERMS AND CONDITIONS

This Independent Contractor Agreement is entered into as of the Effective Date, by and between Company and Contractor, each as identified on the SOW. Company and Contractor desire to have Contractor perform the Services in the SOW for Company, subject to and in accordance with the terms and conditions below.

1. Services & Restrictions

1.1 Performing Services. Contractor will perform the Services described on the SOW in accordance with the terms and conditions in the Agreement. Contractor and Company may amend the SOW upon mutual written agreement.

1.2 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Contractor will not directly or indirectly solicit the services of any Company personnel for Contractor's own benefit or for the benefit of any other person or entity.

1.3 Independent Contractor. Contractor is an independent contractor providing the Services, which is outside the Company's usual course of business. Nothing in this Agreement will be construed as establishing an employment or agency relationship between Company and Contractor. Contractor has no authority to bind Company by contract or otherwise. Contractor will perform Services under the general direction of Company, but Contractor will determine the manner and means by which Services are accomplished.

1.4 Insurance. Contractor acknowledges that Company will not carry any liability insurance on behalf of Contractor. Contractor will maintain adequate liability insurance to protect Contractor from: (a) claims under workers' compensation and state disability acts; and (b) claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Contractor.

1.5 Material, Supplies, Equipment and Tools. Contractor will supply, at its own expense, all materials, supplies, equipment, and tools required to provide the Services and accomplish the work agreed to be performed in accordance with this Agreement.

2. Payment & Taxes

2.1 Payment. Company will pay Contractor the fees set forth and in accordance with the terms in the SOW. If the SOW requires Contractor to complete certain milestones, Company's payment obligation is subject to Contractor's completion of such milestones to Company's reasonable satisfaction. Unless otherwise specified in the SOW, Company will not reimburse Contractor for any expenses incurred by Contractor in connection with performing Services.

2.2 Taxes. Payroll taxes, including federal, state and local taxes, will not be withheld or paid by the Company on behalf of Contractor. Contractor will not be treated as an employee for federal or state tax purposes with respect to the Services. Contractor is responsible for paying all taxes as mandated by law. Contractor is not eligible for and may not participate in any employee benefit of Company. Contractor will indemnify and hold Company harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable attorneys' fees and expenses) arising out of or relating to any obligation imposed by law on Company to pay any withholding taxes, social security, unemployment or disability insurance, or similar items in connection with the compensation received by Contractor pursuant to this Agreement. Contractor agrees to provide Company with a W-9 for tax reporting purposes.

3. Intellectual Property

3.1 Work Product. Contractor agrees to disclose in writing to Company all Work Product. Contractor and Company agree that, to the fullest extent legally possible, all Work Product will be works made for hire owned exclusively by Company. Contractor agrees that, regardless of whether the Work Product are

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legally works made for hire, all Work Product will be the sole and exclusive property of Company. Contractor hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, all right, title, and interest in and to the Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights therein. At Company's request and expense, during and after the term of this Agreement, Contractor will assist and cooperate with Company in all respects and will execute documents, and, subject to the reasonable availability of Contractor, give testimony and take such further acts reasonably requested by Company to enable Company to acquire, transfer, maintain, perfect and enforce its rights and other legal protections for the Work Product. Contractor hereby appoints the officers of Company as Contractor's attorney-in-fact to execute documents on behalf of Contractor for this limited purpose.

3.2 Moral Rights. Contractor hereby irrevocably transfers and assigns to Company, and agrees to irrevocably transfer and assign to Company, and waives and agrees never to assert, any and all Moral Rights that Contractor may have in or with respect to any Work Product, during and after the term of this Agreement.

4. Term & Termination

4.1 Term. This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in full force and effect for as long as Contractor is performing Services pursuant to the SOW.

4.2 Termination.

a. Either party may terminate this Agreement or an SOW immediately if the other party (i) fails to cure a material breach of the Agreement within 15 days after receiving notice of the breach; (ii) materially breaches the Agreement in a manner that cannot be cured; (iii) dissolves or stops conducting business without a successor; (iv) makes an assignment for the benefit of creditors; or (v) becomes the debtor in insolvency, receivership, or bankruptcy proceedings that continue for more than 60 days.

b. Company may immediately terminate this Agreement (including the SOW) at any time, for any reason or no reason, by giving thirty (30) days' prior written notice to Contractor. During this notice period, the parties will continue performing the Agreement in good faith.

c. Company and Contractor may terminate the Agreement at any time upon written mutual consent.

4.3 Effect of Termination. Upon any expiration or termination:

a. Contractor will promptly deliver all Work Product to Company, including all work in progress on any Work Product and all version and portions thereof.

b. Contractor will no longer provide the Services.

c. Contractor will return, or at Company's election destroy, Confidential Information in its possession or control.

d. Except where Company terminates for cause pursuant to Section 4.2(a), Contractor will submit a final invoice for all outstanding fees accrued before termination and Company will pay the invoice according to Section 2 (Payment & Taxes).

e. Except where Contractor terminates for cause pursuant to Section 4.2(a), Contractor will issue a refund for any prepaid fees for Services not performed.

4.4 Survival. The following sections will survive expiration or termination of the Agreement: Sections 1.2 (Non-Solicitation) for the time period specified, 3 (Intellectual Property), 4.3 (Effect of Termination), 4.4 (Survival), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), 9 (General Terms), and 10 (Definitions).

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5. Confidentiality

5.1 Non-Use and Non-Disclosure. Unless otherwise authorized in the Agreement, Contractor will (a) only use Confidential Information to fulfill its obligations under this Agreement; and (b) not disclose Confidential Information to anyone else. In addition, Contractor will protect Confidential Information in strict confidence using at least the same protections it uses for its own similar information but no less than a reasonable standard of care.

5.2 Exclusions. Confidential Information does not include information that (a) Contractor knew without any obligation of confidentiality before disclosure by Company; (b) is or becomes publicly known and generally available through no fault of Contractor; (c) Contractor receives under no obligation of confidentiality from someone else who is authorized to make the disclosure; or (d) Contractor independently developed without use of or reference to Confidential Information.

5.3 Required Disclosures. Contractor may disclose Confidential Information to the extent required by Applicable Laws if, unless prohibited by Applicable Laws, Recipient provides the Discloser reasonable advance notice of the required disclosure and reasonably cooperates, at the Discloser's expense, with the Discloser's efforts to obtain confidential treatment for the Confidential Information.

5.4 Injunctive Relief. Contractor recognizes that breach of this Section 5 (Confidentiality) could cause irreparable harm for which monetary damages cannot adequately compensate Company. As a result, upon the actual or threatened breach of this Section 5 (Confidentiality), Company may seek appropriate equitable relief, including an injunction, in any court of competent jurisdiction without the need to post a bond and without limiting its other rights or remedies.

6. Representations & Warranties

6.1 Mutual. Each party represents and warrants to the other that: (a) it has the legal power and authority to enter into this Agreement; and (b) it will comply with all Applicable Laws in performing its obligations in this Agreement.

6.2 From Contractor. Contractor represents and warrants to Company that:

a. it will perform the Services in a timely, competent, and professional manner, consistent with high professional and industry standards with the requisite training, background, experience, technical knowledge, and skills to perform the Services;

b. it has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with, or that would hinder Contractor's performance of, its obligations under this Agreement;

c. the Work Product does not and will not infringe or misappropriate anyone else's patent, copyright, trademark, trade secret, right of privacy or publicity, or other intellectual or proprietary right;

d. the Work Product will conform to the requirements in the SOW; and

e. it has all rights necessary—including all federal, state, and local laws regarding business permits and licenses—to perform the Services and convey the Work Product under Section 3 (Intellectual Property).

7. Indemnification

7.1 Protection by Contractor. Contractor will indemnify and hold harmless Company from and against all claims, damages, losses and expenses, including court costs and reasonable attorneys' fees, arising out of or resulting from, and, at Company's option, Contractor will defend Company against any action by a third party against Company that is based on:

a. a claim that any Service, the results of any Service (including any Work Product), or Company's use thereof, infringe, misappropriate or violate a third party's intellectual property rights;

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b. a breach or alleged breach by Contractor of Section 6 (Representations & Warranties); or

c. any negligent act or omission or reckless or willful conduct of Contractor that results in (i) bodily injury, sickness, disease or death; (ii) injury or destruction to tangible or intangible property (including computer programs and data) or any loss of use resulting therefrom; or (iii) the violation of any Applicable Laws.

8. Limitation of Liability

8.1 Damages Waiver. **Under no circumstances will Company be liable for lost profits or revenues (whether direct or indirect), or for consequential, special, indirect, exemplary, punitive, or incidental damages relating to this Agreement, even if Company is informed of the possibility of these types of damages in advance.**

8.2 Liability Cap. **Company's total cumulative liability for all claims arising out of or relating to this Agreement will not be more than the fees paid or payable to Contractor in the twelve (12) month period preceding the events giving rise to such claim.**

8.3 Applicability. **The limitations and waivers contained in Sections 8.1 (Damages Waiver) and 8.2 (Liability Cap) apply to all liability, whether in tort (including negligence), contract, breach of statutory duty, or otherwise.**

8.4 Exceptions. Nothing in this Agreement will limit, exclude, or restrict a party's liability to the extent prohibited by Applicable Laws.

9. General Terms

9.1 Entire Agreement. This Agreement is the only agreement between the parties about its subject and this Agreement supersedes all prior or contemporaneous statements (whether in writing or not) about its subject.

9.2 Modifications, Severability, and Waiver. Any waiver, modification, or change to the Agreement must be in writing and signed or electronically accepted by each party. If any term of this Agreement is determined to be invalid or unenforceable by a relevant court or governing body, the remaining terms of this Agreement will remain in full force and effect. The failure of a party to enforce a term or to exercise an option or right in this Agreement will not constitute a waiver by that party of the term, option, or right.

9.3 Assignment. Contractor may not assign or transfer any of Contractor's rights or delegate any of Contractor's obligations under this Agreement, in whole or in part, without Company's express prior written consent. Any attempted assignment, transfer or delegation, without such consent, will be void. Company may assign or transfer this Agreement in connection with the sale of all or substantially all of its business or assets to which this Agreement relates. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assigns.

9.4 Governing Law and Chosen Courts. The Governing Law identified in the SOW will govern all interpretations and disputes about this Agreement, without regard to its conflict of laws provisions. The parties will bring any legal suit, action, or proceeding about this Agreement in the Chosen Courts identified in the SOW and each party irrevocably submits to the exclusive jurisdiction of such Chosen Courts.

9.5 Non-Exhaustive Remedies. Except where the Agreement provides for an exclusive remedy, seeking or exercising a remedy does not limit the other rights or remedies available to a party.

9.6 Notices. Any notice, request, or approval about the Agreement must be in writing and sent to the email address or address set forth in the SOW. Notices will be deemed given (a) upon confirmed delivery if by email, registered or certified mail, or personal delivery; or (b) two days after mailing if by overnight commercial delivery.

9.7 No Third-Party Beneficiary. There are no third-party beneficiaries of this Agreement.

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9.8 Anti-Bribery. Neither party will take any action that would be a violation of any Applicable Laws that prohibit the offering, giving, promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist Company or Contractor in retaining or obtaining business. Examples of these kinds of laws include the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010.

9.9 Titles and Interpretation. Section titles are for convenience and reference only. All uses of "including" and similar phrases are non-exhaustive and without limitation.

9.10 Signature. This Agreement may be signed in counterparts, including by electronic copies or acceptance mechanism. Each copy will be deemed an original and all copies, when taken together, will be considered one agreement.

10. Definitions

10.1 "**Agreement**" means the SOW together with the incorporated Terms.

10.2 "**Applicable Laws**" means the laws, rules, regulations, court orders, and other binding requirements of a relevant government authority.

10.3 "**Company**" means the entity engaging Contractor to provide Services, as identified on the SOW.

10.4 "**Confidential Information**" means information in any form disclosed by or on behalf of Company, including before the Effective Date, to Contractor in connection with this Agreement that (a) the Company identifies as "confidential", "proprietary", or the like; or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Confidential Information includes the existence of this Agreement and the information on each Cover Page.

10.5 "**Contractor**" means the individual providing Services, as identified on the SOW.

10.6 "**Effective Date**" means the date of last signature on the SOW.

10.7 "**Moral Rights**" mean any rights to claim authorship of any Work Product, to object to or prevent the modification or destruction of any Innovation, to withdraw from circulation or control the publication or distribution of any innovation, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right".

10.8 "**Services**" means the services described in the SOW.

10.9 "**SOW**" means the ordering document that incorporates these Terms, identifies Contractor, Company, Services, and details relevant to the provision of Services such as project schedule, rate, and payment terms.

10.10 "**Terms**" means these terms and conditions.

10.11 "**Work Product**" means all inventions, products, designs, drawings, notes, information, documentation, works of authorship, processes, techniques, know-how, algorithms, technical and business plans, specifications, computer programs, interfaces, encoding techniques, and other materials or innovations of any kind that Contractor may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection.

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