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**Independent Contractor Agreement**

Effective Date:  ​ ​ ​[***Start date***]

Contract Term End Date:  ​ ​[***Contract end date***]

This Agreement (“Agreement”) is made and entered into as of the date indicated above (the “Effective Date”) between [***Your company name***], a [***State***] [***Type of entity***](the “Client”), and [***​Contractor full name or entity name***] (“Contractor”) (collectively, the “Parties”).

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Duties**: Contractor’s duties, description of services to be performed, and/or products to be created (collectively, the “Work”) are [***Insert description of work to be completed or list in an exhibit or schedule***]. The Work may be amended in writing from time to time with revised or additional Work to be performed by the Contractor and agreed to by the Client, upon mutual assent of the parties.
2. **Compensation:** Client agrees to compensate the Contractor as follows: [***Insert compensation amount and schedule of payment***]
3. **Confidentiality and Assignment of Intellectual Property:** As a condition of Contractor becoming an independent contractor for Client, and in consideration of Contractor’s consulting status with the Client and Contractor’s receipt of the compensation now and hereafter paid to Contractor by the Client, Contractor shall agree to sign the Client’s enclosed standard Confidential Information and Invention Assignment Agreement, attached hereto as Schedule A. [***Attach a Confidential Information and Invention Assignment Agreement, if necessary or desired. If this section is removed, adjust the references to specific Sections accordingly***]
4. **Non-Circumvention:** During the term of this Agreement, Contractor may have contact with Client’s customers. Any inquiries from such customers regarding modifying the scope of existing business, or of adding new business, with Client, or other sensitive information concerning the business relationship between Client and any such customers, shall be immediately communicated by Contractor to Contractor’s primary contact person at Client, and any such new business shall belong to Client. Unless otherwise specified in an attached Schedule, Contractor shall not be due any commission or other payment on account of acting as a conduit for such communication.
5. **Entire Understanding**:This Agreement and any attached Schedules constitute the entire understanding and agreement of the Parties, and any prior agreements or understandings are hereby cancelled. All subsequent modifications of this Agreement shall be in writing and signed by the Parties.
6. **Assignment:** Contractor shall not assign any of Contractor’s rights, or delegate Contractor’s duties, under this Agreement, without the prior written consent of Client.
7. **Force Majeure:** Neither Party will be responsible for delays or failure of performance under this Agreement resulting from acts of God, war, terrorism, civil unrest, failure of suppliers to perform, earthquakes, power failures, or other causes beyond the control of that Party which render performance by that Party impossible or commercially unreasonable.
8. **Term of Agreement:** This Agreement will commence as of the Effective Date written above and shall remain in effect until ​the ​contract end date. Regardless of anything to the contrary in this Agreement, the following sections of this Agreement shall survive its expiration or termination:  3, 4, 7, 9, 10, 11, and 12 [***Adjust Section numbers accordingly if Section 3 above has been removed]***.
9. **Contractor**’**s Representations and Warranties:** Except as otherwise expressly provided in Schedule A, Contractor represents and warrants that:
	1. In carrying out the Work described in this Agreement, Contractor will employ Contractor’s best technical procedures, skill, and judgment. Contractor will carry out the Work in a manner consistent with Client’s best interests and prevailing industry standards.
	2. Contractor will provide work or services in furtherance of the Work as described in Section 1 that conforms to the specifications agreed upon between Client and Contractor.
	3. Neither the Work nor any its components have been previously produced or published in whole or in part in any format by Contractor, except as disclosed in writing to Client.
	4. Any Work provided by Contractor to Client does not infringe on any copyright, trademark, patent, trade name, or other intellectual property right belonging to any third party.
10. **Contractor**’**s Declarations:** Contractor agrees to and makes the following declarations (Contractor agrees to each declaration by signing the Agreement):
	1. Contractor is an independent contractor.  Client has not previously employed Contractor, and Contractor is not an agent or employee of Client.  Contractor shall have no right to bind Client, and Client shall not be liable on account of any action or inaction on the part of Contractor, except as otherwise specifically provided in this Agreement.
	2. Contractor is responsible for and currently possesses, or will timely obtain all necessary licenses or permits to perform the Work for Client under this Agreement.  Contractor shall comply with all applicable United States of America federal, state, and local laws in performing the Work under this Agreement.
	3. Contractor shall be responsible for Contractor’s own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless Client from and against the same.
	4. Contractor shall not be entitled to any unemployment compensation, health insurance, disability insurance, worker’s compensation insurance, or other benefits not specified in this Agreement while providing, or on account of providing, Work to Client, and hereby agrees not to make or file any claim to the contrary.
	5. Contractor possesses the requisite skill and experience to complete the Work in a professional and timely manner in accordance with prevailing industry standards.  Contractor has not and shall not receive any training from Client.
	6. Unless otherwise stated in this Agreement including accompanying schedules, Contractor shall be remunerated by the Client for the Work as provided in Section 2.
	7. Except as provided in Section 4 of this Agreement, Contractor shall perform Work for Client under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar product(s) and/or services to other clients, provided that such work is not for clients that would present a conflict of interest for Contractor while performing Work for Client, and does not interfere with the ability of Contractor to fulfill its obligations to Client under this Agreement on a timely basis.
	8. Contractor agrees that it will during the term of this Agreement or any extension thereof keep the Client advised as to Contractor's progress in performing the Work hereunder and that Contractor will, as reasonably requested by the Client, prepare written reports with respect thereto, and be available for in-person or telephonic/webmeeting status meetings. It is understood that the time required in the preparation of such reports shall be considered time devoted to the performance of Client's Services.
	9. Except as otherwise agreed Section 1, Contractor shall request Client’s approval for all expenses required for performing the Work for the Client prior to incurring such expenses. All expenses Contractor incurs without prior Client approval will be reimbursable by Client at Client’s sole discretion.
	10. Any breach or threatened breach of Sections 3 or 4 of this Agreement by Contractor is material to Client and not adequately compensable by money damages; therefore, equitable and injunctive relief shall be authorized to enjoin any such breach or threatened breach, such equitable relief being reasonably necessary for the protection of Client’s legitimate business interests, and, without the provisions of Sections 3, 4, and this Section, Client would be unwilling to enter into this Agreement.
11. **Applicable Law and Dispute Resolution:** This Agreement shall be deemed to be made and performed in, and shall be governed by and construed in accordance with the laws of the State of [***State***] and of the United States of America without regard to conflicts of laws provisions.Any dispute concerning, arising from, or in connection with this Agreement or the Work shall be resolved through good-faith negotiation, and failing that, in the state and federal courts located in the State of [***State***], County of [***County***]. The prevailing Party, if any, in such litigation shall be entitled to reimbursement of its reasonable attorneys’ fees and costs.
12. **Headings:** The headings and captions in this Agreement are for convenient reference only, and shall not be used in the interpretation of this Agreement.
13. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.