Independent Contractor Agreement

1. Parties and mailing addresses

1.1 The Client. This Independent Contractor Agreement (the "Agreement") is made between **[Client's full legal name: _____]**, [Client's entity type and state: _____], with its mailing address at [Client's mailing address: _____], email [Client's email: _____] and telephone [Client's telephone: _____] (the "Client"), and the Contractor named in Section 1.2.

1.2 The Contractor. The contractor is **[Contractor's full legal name: _____]**, [Contractor's entity type: _____], with its mailing address at [Contractor's mailing address: _____], email [Contractor's email: _____] and telephone [Contractor's telephone: _____] (the "Contractor"). The Client and the Contractor are each a "Party" and together the "Parties".

1.3 Business identity. The Contractor works under the business name [Contractor's business name: _____]. The Contractor is responsible for any business registration, tax account and license that its own business needs. The Client does not control the Contractor's business.

1.4 Contacts. The Client's contact for the Services is [Client's project contact: _____]. The Contractor's contact is [Contractor's project contact: _____]. Either Party may change its contact by notice. A contact may coordinate results, dates and invoices. A contact may not direct how the Contractor performs the Services, and may not amend this Agreement unless Section 42 is followed.

1.5 Authority. Each person who signs for a company or other entity states that he or she has authority to bind it. Each Party states that it may enter into this Agreement without breaching another contract.

2. Background and effective date

2.1 Background. The Client carries on the business of [Client's business: _____]. The Contractor carries on an independent business of [Contractor's independent business: _____] and offers those services to the market. The Client wishes to engage the Contractor for a defined result, and the Contractor wishes to accept that engagement, on the terms of this Agreement.

2.2 Effective date. This Agreement takes effect on **[Effective date: _____]** (the "Effective Date").

2.3 Earlier work. If the Contractor began work for the project in Schedule A before the Effective Date at the Client's request, that work is part of the Services. It is paid at the rate in Schedule A. This does not extend the date on which payment for that work was already due.

2.4 Consideration. The Parties exchange the promises in this Agreement for value that each of them accepts as sufficient.

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3. Definitions

3.1 Defined terms. In this Agreement:

(a) "Applicable Law" means each federal, state and local statute, rule, order and code that applies to the Party or the activity concerned.

(b) "Business Day" means a day other than a Saturday, a Sunday or a federal holiday.

(c) "Contractor Materials" means materials, tools, code libraries, methods, templates and know-how that the Contractor owned or developed before the Effective Date, or develops independently of the Services, including the items in Schedule B.

(d) "Deliverable" means each item that a Statement of Work requires the Contractor to deliver.

(e) "Fees" means the amounts payable for the Services under Section 11 and a Statement of Work.

(f) "Local Freelance Law" means any statute or ordinance that protects freelance workers or independent contractors and applies to the engagement, including a law described in Schedule C.

(g) "Personnel" means the employees, assistants and subcontractors that the Contractor uses for the Services.

(h) "Services" means the services described in a Statement of Work.

(i) "Statement of Work" means Schedule A and each later document that the Parties sign, that refers to this Agreement and that describes services, Deliverables, Fees and dates.

(j) "Third-Party Materials" means software, fonts, images, data or other materials owned by a person other than a Party, including open source software.

(k) "Work Product" means the Deliverables and all other results that the Contractor creates for the Client in performing the Services, in any form, but not Contractor Materials or Third-Party Materials.

3.2 Reading this Agreement. "Including" means including without limitation. "Written" includes email unless this Agreement requires a signed document. Headings help the reader and do not change the meaning. A reference to a law includes that law as amended. A period counted in days uses calendar days unless it says Business Days.

4. Services, statements of work and deliverables

4.1 Engagement. The Client engages the Contractor to perform the Services and provide the Deliverables in Schedule A, and the Contractor accepts. The Contractor shall perform the Services with the skill and care that a competent independent business in the same field would use.

4.2 Contents of a Statement of Work. Each Statement of Work must state: (a) the names and mailing addresses of the Parties; (b) an itemized list of the Services; (c) the Deliverables and the standard each must meet; (d) the value of the Services, the rate and the method of pay; (e) the date of payment, or the mechanism that fixes it; (f) the start, milestone and completion dates; (g) the date by which the Contractor must submit a list of completed Services; and (h) any special term.

4.3 Further work. Neither Party must offer or accept further work. Each new project needs a Statement of Work signed by both Parties before that work begins. A new Statement of Work is subject to this

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Agreement.

4.4 Deadlines. The Contractor shall meet the dates in the Statement of Work. If a date is at risk, the Contractor shall tell the Client promptly, state the cause and propose a new date. A delay caused by the Client or by an event in Section 39 extends the affected date by a reasonable period.

4.5 Progress reports. The Contractor shall report progress against milestones [When progress is reported: _____]. A report describes results. It is not a time sheet and does not give the Client control of the Contractor's working hours.

4.6 Safety and site rules. If the Services require the Contractor to enter the Client's premises or systems, the Contractor shall follow the reasonable safety, security and access rules that apply to visitors there. The Client shall give those rules to the Contractor in advance.

5. Independent contractor status

5.1 Relationship. The Contractor is an independent contractor in business for itself. This Agreement does not create employment, a partnership, a joint venture, a franchise or an agency between the Parties.

5.2 Facts that support the status. The Parties intend to perform this Agreement so that the following statements remain true: (a) the Contractor decides the manner and means of the work; (b) the Contractor may serve other clients; (c) the Contractor can make a profit or suffer a loss through its own decisions, pricing and investment; (d) the Contractor provides its own tools; and (e) the engagement is limited to the Services.

5.3 Practice controls. The Parties understand that a court or agency looks at the actual relationship, and that different laws use different tests. Each Party shall act consistently with this Agreement. If a Party believes that practice has moved away from it, that Party shall raise the point promptly so that the Parties can correct the practice or change the relationship.

5.4 No authority to bind. Neither Party may sign a contract, make a promise or incur a debt in the name of the other unless the other gives signed written authority for that act.

5.5 Status rights kept. Nothing in this Agreement stops either Party from asking an agency or court to determine status, from giving truthful information to it, or from claiming a right that the law gives. The Contractor does not waive any right that the law does not allow a worker to waive.

5.6 No holding out. The Contractor shall not describe itself as an employee, officer or partner of the Client. The Client shall not present the Contractor to the public as its employee.

6. Control over methods, hours and place

6.1 Manner and means. The Client may specify the result, the Deliverables, the quality standard and the dates. The Contractor alone decides the methods, sequence, tools, assistants and techniques used to reach that result. The Client shall not require training in how to perform the Services.

6.2 Hours. The Contractor sets its own working hours. The Client may propose meetings and may require attendance at a time agreed in advance where the Deliverables need it. The Client does not set a minimum or maximum number of hours per week, except that a Statement of Work may cap the hours that can be billed.

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6.3 Place. The Contractor chooses where to work, unless a service by its nature must be performed at a certain place. The place of any on-site work is [Place of on-site work: _____].

6.4 No exclusivity. The Contractor may advertise its services and work for other clients during and after the term, including businesses in the Client's industry, subject to Section 23 and Section 26. The Client may engage other contractors for similar work.

6.5 Right to decline. The Contractor may decline any work that is not in a signed Statement of Work. The Client shall not penalize the Contractor for declining it.

7. Tools, equipment and business costs

7.1 Contractor's tools. The Contractor shall provide and maintain, at its cost, the equipment, software, vehicles, supplies and workplace needed for the Services, except an item the Statement of Work says the Client will provide.

7.2 Business costs. The Contractor pays its ordinary business costs, such as rent, telephone, internet, subscriptions, insurance, training, licenses and ordinary commuting. Project expenses are covered in Section 14.

7.3 Client items. If security, safety or compatibility makes it necessary, the Client may lend an item or give access to a system. The items are: [Items the Client lends: _____]. They remain the Client's property. The Contractor shall use them only for the Services, take reasonable care of them and return them when the Services end. The Contractor is not liable for normal wear.

7.4 Loss. Each Party bears the risk of loss of its own property, except to the extent the other Party's negligence or willful act causes the loss.

8. Assistants and subcontractors

8.1 Right to use Personnel. The Contractor may use qualified Personnel at its own cost. The Contractor hires, instructs, supervises and pays them. The Contractor is responsible for their acts in performing the Services as if they were its own.

8.2 Notice. If Personnel will enter the Client's premises, use its systems or receive Confidential Information, the Contractor shall first give the Client their names. The Client may object for a reasonable and lawful reason related to security, safety, qualifications or confidentiality. The Client may not otherwise choose the Contractor's Personnel.

8.3 Written terms. Before Personnel begin, the Contractor shall have them agree in writing to confidentiality and ownership terms that allow the Contractor to keep its promises in this Agreement.

8.4 Work authorization. The Contractor shall not use any person for the Services whom it knows is not authorized to work in the United States, and shall complete any verification that the law requires for its own employees.

8.5 No relationship with the Client. Personnel are not engaged by the Client. The Contractor pays their wages, taxes, insurance and benefits, and makes all related filings.

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9. No employee benefits and workers' compensation

9.1 No benefits. The Contractor and its Personnel are not entitled under this Agreement to paid leave, health insurance, retirement contributions, bonuses or other benefits that the Client gives to its employees.

9.2 If status changes. If an agency or court decides that the Contractor is an employee for a purpose, that decision has the effect the law gives it. To the extent the law allows, it does not by itself make the Contractor eligible for a benefit plan whose terms exclude it.

9.3 Workers' compensation. The Contractor shall carry workers' compensation insurance for its employees where the law requires it. The Parties understand that state law, and not this Agreement, decides whether the Client must cover a contractor. Where the law requires the Client to provide or pay for coverage, the Client shall do so.

9.4 Unemployment insurance. Nothing in this Agreement prevents a person from making a claim for unemployment insurance or other public benefits, and neither Party may require the other to withdraw one.

10. Term and renewal

10.1 Initial term. This Agreement begins on the Effective Date and ends on [End date: _____], unless it ends earlier under Section 32. If Services in a signed Statement of Work are still unfinished on that date, this Agreement continues for that work only until it is complete or terminated.

10.2 Renewal. This Agreement does not renew automatically. The Parties may extend it in a signed writing that states the new end date and any change in Fees.

10.3 Long engagements. If the Services cannot by their terms be performed within one year, this Agreement takes effect only when both Parties have signed it.

10.4 No promise of work. The term does not guarantee a volume of work beyond the signed Statements of Work.

11. Fees and method of payment

11.1 Fees. The Client shall pay the Contractor the Fees in Schedule A. The total value of the Services is **[Total value of the Services: _____]**. The pricing method is [Pricing method: _____] and the rate is [Rate: _____].

11.2 Method of payment. The Client shall pay by [Method of payment: _____] in United States dollars to the account that the Contractor gives in writing. The Contractor may not be charged a fee for using the Client's payment system. A Party that receives changed bank details shall confirm them by telephone with a known contact before relying on them.

11.3 Deposit. A deposit of [Deposit: _____] is due on [Deposit due date: _____]. It is credited against the Fees. If this Agreement ends early, the part of the deposit that exceeds the amount earned under Section 33 is returned within 15 days.

11.4 Fixed price. A fixed Fee covers the Services listed. The Contractor bears the cost of inefficiency and receives the benefit of efficiency. The Contractor corrects its own nonconforming work without an

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additional charge.

11.5 Time-based work. If Fees are based on time, the Contractor shall keep reasonable records of time by task and shall not bill more than [Maximum for time-based work: _____] without the Client's written approval.

11.6 No deductions. The Client may deduct an amount only if the Contractor agrees in a signed writing after the amount is known, a law or court requires it, or the amount is disputed in good faith under Section 13. The Client shall not ask the Contractor to accept less than the agreed Fees as a condition of timely payment.

12. Invoices, due date and list of services

12.1 Invoices and lists. The Contractor shall send an invoice to [Email for invoices: _____] with an itemized list of the Services completed, the amount and the period or milestone. The list for each payment is due on [Date for the list of Services: _____], so that the Client can process payment on time.

12.2 Due date. The Client shall pay on or before **[Payment date or mechanism: _____]**. If that date cannot be determined for an amount, the Client shall pay it within 30 days after the Contractor completes the Services to which it relates. If a Local Freelance Law requires earlier payment, the earlier date controls.

12.3 Late or incomplete invoice. A late invoice or list does not forfeit payment. The Client shall ask within 5 Business Days for any missing detail. A missing detail delays payment only of the amount that cannot be verified, and only to the extent the Local Freelance Law allows.

12.4 Payment not conditional. Payment does not depend on the Client being paid by its customer, on the sale of a product, or on the Client's internal approval process. Review under Section 17 does not extend the due date of any amount that is not disputed in good faith.

12.5 Payment statement. With each payment the Client shall identify the invoices paid, the gross amount and any lawful deduction. The Client shall also give any itemized payment notice that Schedule C or Applicable Law requires.

12.6 Records. The Client shall keep payment records, and the Contractor shall keep its work and expense records, for the period in Section 45.

13. Late payment and disputed invoices

13.1 Interest. An amount that is not disputed in good faith and is unpaid after its due date bears simple interest at [Late interest per month: _____] per month or the highest rate the law allows, whichever is lower, from the due date until paid. Interest does not replace any remedy under a Local Freelance Law.

13.2 Dispute notice. If the Client disputes an amount in good faith, it shall tell the Contractor in writing before the due date, identify the item, give reasons and say what would resolve it. The Client shall pay the undisputed part on time.

13.3 Resolution. The contacts shall discuss a disputed amount within 10 Business Days. Any amount agreed or found to be due is payable within 5 Business Days, with interest from its original due date.

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13.4 Suspension. If an undisputed amount is more than 10 days late, the Contractor may suspend the affected Services after 5 Business Days' written notice. Dates extend for the period of suspension and a reasonable restart time. Suspension under this Section is not a breach.

13.5 Collection costs. The right to recover costs and fees for collection is in Section 37.

14. Expenses

14.1 Approved expenses. The Client shall reimburse only expenses that are listed in Schedule A or that the Client approves in writing before they are incurred. They must be reasonable, directly related to the Services and supported by a receipt.

14.2 Amount. Expenses are charged at actual cost without markup. Unless Schedule A states otherwise, total expenses may not exceed [Expense limit: _____].

14.3 Claim and payment. The Contractor shall claim an expense within 45 days after it is incurred. The Client shall pay it with the next invoice and no later than 30 days after it receives the receipt. Late submission does not forfeit an expense unless the delay harms the Client's ability to recover or record it.

14.4 Required reimbursement. If Applicable Law requires the Client to reimburse a cost, that law controls over this Section.

15. Taxes, Form W-9 and information returns

15.1 Contractor's taxes. The Contractor shall report its income and pay its own federal, state and local income, self-employment, estimated and business taxes. The Client will not withhold income tax or employment tax from the Fees except as this Section or Applicable Law requires.

15.2 Form W-9. Before the first payment, a Contractor that is a United States person shall give the Client a completed and signed Form W-9, and shall replace it if its name, tax classification or taxpayer identification number changes. The Client shall protect the form and use it only for lawful tax purposes.

15.3 Information returns. The Client shall file each Form 1099-NEC or other information return that the law requires for the payments and give the Contractor its copy by the legal due date. The reporting amount in force for the year of payment applies.

15.4 Backup withholding. If the Contractor does not furnish its taxpayer identification number in the required manner, or the Internal Revenue Service requires it, the Client shall withhold at the rate the law sets, pay the amount to the Internal Revenue Service and report it to the Contractor. Those amounts count as paid under this Agreement.

15.5 Foreign contractors. A Contractor that is not a United States person shall give the Client the applicable Form W-8 or other certificate before payment and shall state where the Services will be performed. The Client may withhold tax that the law requires on payments from United States sources, unless an exemption or treaty applies. Each Party shall give the other the documents needed to claim a lawful reduction.

15.6 State reporting. The Client shall make any state report of contractors that the law requires. Where California's contractor reporting rule applies to an individual Contractor, the Client shall report the required information to the Employment Development Department within the legal time, and the Contractor shall supply the information needed.

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15.7 Sales tax. Fees exclude sales or use tax unless Schedule A says otherwise. The Contractor shall show any tax it must collect as a separate item. The Client may provide an exemption certificate.

16. Client cooperation and materials

16.1 Client duties. The Client shall provide the information, access, decisions and materials listed in Schedule A by the dates stated there, and shall answer a reasonable written question within [Days to answer a question (Business Days): _____] Business Days.

16.2 Client materials. The Client keeps ownership of all text, data, marks, images, code and other materials that it supplies. The Client grants the Contractor a nonexclusive, royalty-free license to use them during the term only to perform the Services.

16.3 Right to supply. The Client states that it has the right to supply its materials for the Services and that their use as this Agreement allows will not infringe another person's rights.

16.4 Effect of delay. If the Client's delay prevents work, affected dates move by the length of the delay plus a reasonable rescheduling period. The Contractor shall report the delay promptly. If the delay adds cost, the Parties shall agree on a change under Section 18.

17. Acceptance and corrections

17.1 Review. The Client shall review each Deliverable within [Review period (Business Days): _____] Business Days after delivery. The Client shall accept a Deliverable that materially meets the acceptance criteria in Schedule A.

17.2 Rejection. To reject a Deliverable, the Client shall send a written notice within the review period that describes each material nonconformity in enough detail for the Contractor to correct it. A change of preference or a new requirement is not a nonconformity.

17.3 Correction. The Contractor shall correct a reported nonconformity at no additional Fee within [Correction period (Business Days): _____] Business Days or another reasonable period that the Parties agree. The Client then has a new review period for the corrected item only.

17.4 Repeated failure. If a Deliverable still does not materially conform after two correction attempts, the Client may (a) allow another attempt, (b) accept the Deliverable with a reasonable price adjustment agreed in a signed writing, or (c) terminate the affected Services under Section 32. The Contractor must be paid for the conforming work.

17.5 Deemed acceptance. A Deliverable is accepted if the Client approves it in writing, uses it in its business other than for testing, or sends no rejection notice within the review period. Acceptance does not waive a claim for a defect that a reasonable review could not find.

18. Changes to services

18.1 Request. Either Party may request a change to the Services, Deliverables, dates or Fees in writing. The Contractor shall reply within 5 Business Days with its effect on scope, dates and price.

18.2 Signed change. A change takes effect only when both Parties sign a change order or a revised Statement of Work. Until then the Contractor continues under the existing terms and need not perform the additional work.

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18.3 Contents. A change order must identify the Statement of Work, the items added or removed, the new Fee and payment date, and the new delivery date.

18.4 Urgent change. If the Client asks by email for urgent work and the Contractor begins in reliance on that request, the Client shall pay for it at the rate in Schedule A until the Parties sign a change order or the Client stops the work.

19. Work product assignment

19.1 Assignment. The Contractor hereby assigns to the Client all right, title and interest in the Work Product throughout the world, including copyright, patent rights, trade secrets and the right to sue for past infringement. The assignment of each part of the Work Product takes effect automatically when the Client has paid the undisputed Fees for that part. No further document is needed.

19.2 No work-made-for-hire clause. The Parties do not agree that any Work Product is a work made for hire. The Client receives ownership only by the assignment in this Section.

19.3 License before payment. From delivery until the assignment takes effect, the Client has a nonexclusive license to review and test the Work Product internally. The Client may not publish, sell or use it in production before payment, unless the Contractor agrees in writing.

19.4 Unpaid work. If undisputed Fees for a part of the Work Product remain unpaid 30 days after written notice of nonpayment, the Contractor may end the license for that part by written notice. The Contractor keeps its rights in that part until it is paid.

19.5 Inventions. The Contractor shall tell the Client in writing of each invention that it conceives as part of the Work Product. The assignment does not reach an invention that the Contractor develops on its own time, without the Client's Confidential Information, and outside the Services.

19.6 Statutory rights. This Section does not waive a termination right or other right in copyright that the law does not allow an author to give up.

20. Contractor and third-party materials

20.1 Ownership kept. The Contractor keeps ownership of Contractor Materials. Nothing in Section 19 assigns them.

20.2 License. If Contractor Materials are included in a Deliverable, the Contractor grants the Client a perpetual, worldwide, nonexclusive, royalty-free license to use, copy, modify and display them as part of that Deliverable and its later versions. The Client may transfer the license with the Deliverable and may allow its service providers to use it for the Client. The license takes effect on payment of the undisputed Fees for the Deliverable. It does not let the Client sell Contractor Materials as a separate product.

20.3 Third-Party Materials. The Contractor shall identify Third-Party Materials in Schedule B or in writing before including them, with their license terms and any cost. The Client's use of them is governed by those terms. The Contractor shall not include open source software that would require the Client to disclose or license its own source code, unless the Client agrees in writing.

20.4 General skills. Either Party may use general knowledge, skills and experience gained in the engagement, if it does not disclose Confidential Information or infringe the other's rights.

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21. Moral rights

21.1 Specific waiver. For each work of visual art listed in item 14 of Schedule A, the Contractor waives the rights of attribution and integrity under 17 U.S.C. § 106A, only for the uses listed there. If no work or use is listed, there is no waiver.

21.2 Other works. For other Work Product, the Client may adapt, combine and publish it after the assignment takes effect. The Client shall not present a materially altered version as the unchanged work of the Contractor.

21.3 Who signs. If an individual other than the person who signs this Agreement created a listed work, the Contractor shall obtain that individual's signed waiver for the listed uses before delivery, or tell the Client that it cannot obtain one.

22. Further assurances and portfolio use

22.1 Further documents. On request and after payment, the Contractor shall sign reasonable documents that record or confirm the Client's rights in the Work Product. The Client shall pay reasonable filing costs and shall compensate the Contractor at the Schedule A rate for time beyond one hour. The Contractor's duty ends to the extent that the law gives it a termination right.

22.2 If no signature is available. If the Client cannot find the Contractor after reasonable effort, the Client may record the assignment in this Agreement with the appropriate office. This Section does not let the Client sign any document that reduces the Contractor's rights.

22.3 Portfolio. The Contractor may show accepted Deliverables that the Client has made public, and may identify the Client as a past client, in its portfolio. The Contractor shall not disclose Confidential Information, and shall stop on a reasonable written request based on confidentiality, privacy or a customer's contract. Portfolio permission: [Portfolio permission: _____].

22.4 Publicity. Neither Party may otherwise use the other's name or logo in advertising without written consent. The Contractor may make truthful statements about the engagement.

23. Confidentiality

23.1 Meaning. "Confidential Information" means nonpublic information that a Party discloses for the Services and that is marked confidential or that a reasonable person would understand to be confidential, such as customer data, plans, prices, source code and trade secrets. Unpublished Work Product is the Client's Confidential Information after the assignment in Section 19 takes effect.

23.2 Exceptions. Confidential Information does not include information that the recipient can show (a) is or becomes public without its breach, (b) was lawfully known to it before disclosure, (c) was lawfully received from another person without a duty of confidence, or (d) was developed independently.

23.3 Duties. The recipient shall use Confidential Information only for this Agreement, protect it with reasonable care, and give it only to Personnel, employees and professional advisers who need it and have a duty to protect it. The recipient is responsible for their compliance.

23.4 Required disclosure. If a law, subpoena or court order requires disclosure, the recipient shall give prompt notice where the law allows, cooperate with a reasonable request for protection and disclose only what is required. This duty does not apply to protected reporting in Section 24.

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23.5 Period. These duties last during this Agreement and for [Confidentiality period after the end (years): _____] years after it ends. They last for a trade secret while it remains a trade secret and for personal information while the law requires its protection.

23.6 Own pay and terms. The Contractor may discuss its own Fees, payment history and working conditions. That information is not the Client's Confidential Information.

24. Trade secret immunity notice and protected reporting

24.1 Immunity. Under 18 U.S.C. § 1833(b), an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made (a) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if the filing is made under seal.

24.2 Retaliation lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret except pursuant to court order.

24.3 Protected reporting. Nothing in this Agreement prevents a person from (a) reporting a suspected violation of law to, filing a charge with, or cooperating with a government agency, (b) testifying truthfully, (c) discussing or disclosing unlawful acts in the workplace or a claim of harassment, discrimination or retaliation, (d) receiving an award for information given to an agency, or (e) exercising any other right that the law protects. No prior notice to the Client and no consent is required.

24.4 Priority. This Section 24 controls over every other term of this Agreement.

25. Data protection and security

25.1 Use. The Contractor shall use personal information received from the Client only to perform the Services, and shall not sell it or use it for its own purposes. The Client shall disclose only the personal information that the Services need. The categories are: [Personal information shared: _____].

25.2 Security. The Contractor shall use reasonable administrative, technical and physical safeguards, including access control, strong passwords, current software updates, and encryption of portable devices that hold personal information.

25.3 Incident. If a Party learns of unauthorized access to the other Party's Confidential Information or personal information in its possession, it shall notify the other without unreasonable delay and within [Incident notice period (hours): _____] hours after confirming the incident. The notice must state the known facts, the information affected and the steps taken. Each Party shall cooperate in investigation and any notice that the law requires.

25.4 Special data. If Applicable Law requires further written terms, for example for health, payment card or children's data, the Parties shall sign them before that data is disclosed.

25.5 Retention. The Contractor shall return or delete personal information under Section 33, subject to legal retention duties.

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26. Conflicts, non-solicitation and no noncompete

26.1 Conflicts. The Contractor shall tell the Client if another engagement creates an actual conflict with a duty under this Agreement, and shall not use the Client's Confidential Information for another client. Work for a competitor is not by itself a conflict.

26.2 No noncompete. Nothing in this Agreement restricts the Contractor from carrying on its business, working for another person or serving customers in any place or industry.

26.3 Mutual non-solicitation. During the term and for [Non-solicitation period (months): _____] months after it ends, neither Party shall, where Applicable Law permits this restriction, use the other's Confidential Information to solicit the other's employees, with whom it worked on the Services, to leave. General advertisements, responses to them and contacts begun by the other person are not solicitation. This term does not stop any person from accepting work.

26.4 Limits. Section 26.3 does not apply where the law makes it unenforceable. The Contractor owes no payment only because it works for another person.

27. Warranties

27.1 By both Parties. Each Party states that it has the power to sign and perform this Agreement.

27.2 By the Contractor. The Contractor states that (a) it will perform the Services in a professional manner; (b) each Deliverable will materially meet the acceptance criteria for [Warranty period (days): _____] days after acceptance; (c) to its knowledge, the Work Product and Contractor Materials, as delivered, will not infringe another person's copyright, trade secret or other right; and (d) it will not knowingly include malicious code.

27.3 Remedy. The Client shall report a breach of Section 27.2(b) within the warranty period. The Contractor shall correct it at no charge. If it cannot do so within a reasonable time, it shall refund the Fee for the affected part. This is the Client's first remedy for that breach and does not limit liability that the law does not allow a Party to limit.

27.4 Exclusions. The warranty does not cover a defect caused by the Client's materials, a change by the Client or another person, use outside the written instructions, or Third-Party Materials.

27.5 Disclaimer. EXCEPT AS STATED IN THIS AGREEMENT, AND TO THE EXTENT THE LAW ALLOWS, NEITHER PARTY GIVES ANY OTHER WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Contractor does not promise a business result.

28. Compliance with law, licenses and non-discrimination

28.1 Law and licenses. Each Party shall comply with Applicable Law. The Contractor shall hold the professional, trade and business licenses that the Services require and shall show proof on request. License details: [License details: _____].

28.2 Non-discrimination. Neither Party shall discriminate or harass in connection with this Agreement on a ground that Applicable Law prohibits. The Client shall provide a channel for the Contractor to report harassment or discrimination: [Contact for harassment reports: _____].

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28.3 Work authorization. The Contractor states that it and each of its Personnel who performs Services in the United States is authorized to do that work. The Client may not treat citizenship, immigration status or national origin as a reason for different terms, except where the law requires.

28.4 Ethics and trade. The Parties shall not offer or accept a bribe in connection with this Agreement and shall follow applicable export and sanctions laws.

28.5 Special trades. If the Services are in a field with its own mandatory contract terms, such as home improvement or construction, commissioned sales, transport or health care, the Parties shall add those terms before the work begins.

29. Insurance

29.1 Coverage. The Contractor shall carry, at its cost, during the Services: (a) commercial general liability insurance of at least [General liability limit: _____] per occurrence; (b) professional liability insurance of at least [Professional liability limit: _____] per claim, if the Services are professional; (c) auto liability insurance for vehicles used in the Services in at least the amount the law requires; and (d) workers' compensation insurance where the law requires it.

29.2 Proof. The Contractor shall give a certificate on request and before on-site work starts. It shall tell the Client within 10 days if required coverage is cancelled or materially reduced.

29.3 Reduced cover. The Parties may delete a coverage that does not fit the risk by writing "not required" in the applicable amount field.

29.4 Limits not caps. Insurance does not by itself limit or extend the Contractor's duties under this Agreement.

29.5 Client's insurance. The Client shall carry insurance suitable to its own business and any property it supplies.

30. Indemnification

30.1 By the Contractor. The Contractor shall indemnify the Client against third-party claims, and the resulting damages, judgments and reasonable legal costs, to the extent caused by (a) the Contractor's or its Personnel's negligence or willful misconduct causing bodily injury or property damage, (b) infringement by the Work Product or Contractor Materials as delivered, or (c) the Contractor's failure to pay wages or taxes for its own Personnel.

30.2 By the Client. The Client shall indemnify the Contractor against third-party claims, and the resulting damages, judgments and reasonable legal costs, to the extent caused by (a) the Client's negligence or willful misconduct, (b) materials or instructions supplied by the Client, or (c) the Client's use of the Deliverables outside this Agreement.

30.3 Excluded. A Party's indemnity does not cover the part of a claim caused by the other Party. The Contractor does not indemnify the Client for the Client's own taxes, penalties, wages or other liability that results from the Client's classification of a worker.

30.4 Procedure. The Party seeking indemnity shall give prompt written notice, allow the other Party to control the defense with competent counsel, and cooperate at the other Party's cost. A late notice reduces the duty only to the extent it causes harm. The indemnifying Party may not settle in a way that admits

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fault for, or imposes a duty on, the other without its written consent. The other Party may join the defense at its own cost.

30.5 Infringement remedy. If an infringement claim stops use of a Deliverable, the Contractor shall, at its choice and cost, obtain the right to use it, modify or replace it, or refund the Fee for that part.

31. Limitation of liability

31.1 Indirect loss. TO THE EXTENT THE LAW ALLOWS, NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, ARISING FROM THIS AGREEMENT.

31.2 Cap. TO THE EXTENT THE LAW ALLOWS, EACH PARTY'S TOTAL LIABILITY ARISING FROM THIS AGREEMENT IS LIMITED TO [Liability cap: _____].

31.3 Exceptions. Section 31.1 and Section 31.2 do not limit (a) payment of Fees, expenses and interest, (b) liability for fraud, gross negligence or willful misconduct, (c) liability for bodily injury or death, (d) a Party's third-party indemnity duties in Section 30, (e) misuse of Confidential Information, (f) remedies under a Local Freelance Law, or (g) any liability that Applicable Law does not let a Party limit.

31.4 Mitigation. Each Party shall take reasonable steps to reduce its loss.

32. Termination

32.1 On notice. Either Party may end this Agreement or a Statement of Work by [Termination notice (days): _____] days' written notice. The Parties shall use the notice period to finish or hand over work in an orderly way.

32.2 For cause. Either Party may end this Agreement if the other materially breaches it and does not cure the breach within [Cure period (days): _____] days after written notice that describes it. If the breach cannot be cured, the notice may take effect immediately. Failure to pay an undisputed amount for 10 days after written notice is a material breach.

32.3 Insolvency. To the extent the law allows, either Party may end this Agreement if the other stops business or makes a general assignment for the benefit of creditors.

32.4 Mutual agreement. The Parties may end this Agreement at any time in a signed writing.

32.5 Notice contents. A termination notice must state the date on which it takes effect, whether it covers all or part of the Services, and the reason if for cause. Neither Party may end this Agreement for a reason that the law prohibits.

32.6 Pay for work done. Termination for any reason does not cancel Fees for work completed before it, subject to a good faith dispute about nonconforming work.

33. Effect of termination and return of materials

33.1 Final account. Within 10 days after termination, the Contractor shall send a final itemized invoice. The Client shall pay the Fees for accepted and conforming work, a pro rata Fee for partly completed Services measured by the share completed, approved expenses, and noncancellable project costs approved in writing. Payment is due on the date in Section 12, and not later than 30 days after the

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Services are completed or terminated.

33.2 Delivery. On payment of the undisputed amount for the relevant part, the Contractor shall deliver the Work Product, including work in progress. The assignment and licenses then apply to it.

33.3 Return. Within 15 days after termination, each Party shall return or securely destroy the other's Confidential Information, property and access credentials. A Party may keep copies required by law, tax or insurance records, and secure backup copies until routine deletion, all subject to Section 23. The Client may keep the Work Product for which it has paid.

33.4 Access. The Client may end the Contractor's access to systems when the Services end, after the Contractor has had a fair chance to retrieve its Contractor Materials and records.

33.5 Transition help. On request the Contractor shall offer up to [Handover hours: _____] hours of handover help within 30 days at the rate in Schedule A, unless the Client owes an undisputed overdue amount.

34. No retaliation

34.1 Promise. The Client shall not threaten, harass, penalize, deny future work to or otherwise retaliate against the Contractor or its Personnel for asking for a written contract, for timely payment, or for a right under Applicable Law, for filing a complaint, or for helping another person do so.

34.2 No waiver. Accepting a payment, renewing the engagement or signing this Agreement does not waive a claim that the law does not let a person waive.

34.3 Reports. The Contractor may report a concern to the contact in Section 28.2 or directly to a public agency. A concern need not be raised with the Client first.

35. Survival

35.1 Terms that continue. The terms that by their nature are meant to continue survive the end of this Agreement, including Section 11 to Section 15 for amounts owed, Section 19 to Section 25, Section 26.3, Section 27, Section 30, Section 31, Section 33, Section 34, Section 36, Section 37, Section 38 and Section 45.

35.2 Accrued rights. Ending this Agreement does not affect a right, claim or payment that arose before it ended.

36. Dispute resolution

36.1 Negotiation. A Party with a dispute shall send the other a written description and the solution it seeks. Representatives with authority shall try in good faith to settle it within 20 days.

36.2 Mediation. If the dispute remains, either Party may propose mediation in [Mediation location: _____]. If both agree, they shall share the mediator's fees equally and may not use an offer made there as evidence. Where the Contractor would have difficulty paying, the Client may pay a larger share.

36.3 Courts. If a dispute is not settled, either Party may bring it in a state or federal court with jurisdiction in [Court location: _____]. This does not limit any place of suit that Applicable Law gives a Contractor and does not let a Party waive.

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36.4 Optional arbitration. Arbitration applies only if item 18 of Schedule A says "yes" and both Parties initial it. If so, a single arbitrator under the named rules shall decide the covered disputes and shall be able to award any remedy a court could award. The Client shall pay any administrative cost that the law requires it to pay.

36.5 Limits on arbitration. Optional arbitration does not cover (a) a claim in small claims court, (b) a charge or complaint to a government agency or a claim that the law does not allow a predispute agreement to send to arbitration, (c) a dispute about sexual harassment or sexual assault if the person bringing it chooses a court, or (d) a contract that is excluded from the Federal Arbitration Act, unless another law makes arbitration enforceable.

36.6 Urgent relief and time limits. A Party may ask a court at any time for urgent relief to protect Confidential Information, intellectual property or property. The steps in this Section do not shorten or extend a time limit fixed by law and are not a condition of a complaint to an agency.

37. Attorney fees

37.1 Mutual right. In a court or arbitration case about this Agreement, the prevailing Party may recover its reasonable attorney fees and costs from the other, to the extent the law permits. This applies equally to both Parties.

37.2 Statutory rights. A Party may also recover fees, damages or costs that a Local Freelance Law gives it. This Section does not reduce them and does not let the Client recover fees from a Contractor for a claim that the law protects, except as that law allows.

38. Governing law and local freelance rights

38.1 Choice of law. The law of the State of [Governing state: _____] and federal law govern this Agreement, without regard to conflict of laws rules that would lead to another law.

38.2 Local rights prevail. A Local Freelance Law or other law that protects the Contractor and that the Parties may not waive applies even if another law is chosen. If this Agreement conflicts with it, that law prevails and the remainder continues.

38.3 More protective terms. A term of this Agreement that gives the Contractor more than the law requires remains in effect.

38.4 Status tests. Nothing in this Section chooses which legal test decides whether a person is an employee.

39. Force majeure

39.1 Excused delay. A Party is not in breach for a delay caused by an event beyond its reasonable control that it could not have prevented by reasonable care, such as a natural disaster, war, epidemic, government order, or a general failure of power or telecommunications. Lack of money is not such an event.

39.2 Duties. The affected Party shall give notice promptly, describe the expected length of the delay, use reasonable efforts to reduce it, and resume when it can.

39.3 Long delay. If the event lasts more than 30 days, either Party may end the affected Services by written notice. Section 33 applies. Payment for completed work is not excused, but a payment delayed by

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a failure of the banking system is due as soon as it can be made.

40. Notices

40.1 Method. A formal notice must be in writing and sent to the mailing address or email address in Section 1 by hand, recognized courier, certified mail or email. A notice of breach, termination or legal claim sent by email must also be sent by courier or certified mail, unless the recipient confirms receipt.

40.2 Time. Notice takes effect on delivery by hand, on the next Business Day after courier dispatch, three Business Days after certified mailing, or on sending by email if no failure message is received. A notice sent after 5:00 p.m. or on a non-Business Day takes effect on the next Business Day.

40.3 Changes. A Party may change its address by notice. Ordinary project messages may be sent by email without a formal notice.

41. Assignment

41.1 Consent. Neither Party may transfer this Agreement without the other's written consent, which must not be unreasonably withheld. This does not limit Section 8 or the Client's right to transfer Work Product it owns.

41.2 Business transfer. A Party may transfer this Agreement to a successor that acquires substantially all of its relevant business, by written notice and only if the successor takes over its duties. The Client remains liable for Fees earned before the transfer unless the Contractor agrees otherwise.

41.3 Effect. This Agreement binds the Parties and their permitted successors. It gives no rights to any other person.

42. Amendment and waiver

42.1 Amendment. This Agreement may be changed only by a document signed by both Parties that says it changes this Agreement. A change to a Statement of Work follows Section 18.

42.2 Waiver. A delay in using a right is not a waiver. A waiver must be in writing and applies only to the event described. A Party may not waive a right that Applicable Law does not let it waive.

43. Severability

43.1 Invalid terms. If a term is invalid or unenforceable, it applies to the extent the law allows. If it cannot apply, it is removed and the rest of this Agreement remains in force.

43.2 Intent. The Parties shall agree in good faith on a lawful term that comes close to the purpose of one that is removed. No court is asked to create a noncompete or other restriction that the Parties did not write.

44. Entire agreement and order of precedence

44.1 Entire agreement. This Agreement, its Schedules and signed Statements of Work are the whole agreement on their subject and replace earlier discussions and proposals. This does not exclude liability for fraud.

44.2 Order. If documents conflict, this order applies: (a) mandatory law and Schedule C; (b) the

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numbered sections of this Agreement; (c) the Statement of Work, except that a Statement of Work controls its own scope, Fees and dates and may change another term if it names that term; and (d) other Schedules.

44.3 No outside terms. A purchase order, online form or invoice term does not change this Agreement unless both Parties sign it.

44.4 Drafting. Both Parties had the chance to review this Agreement and to obtain advice. No term is read against a Party only because that Party drafted it, unless Applicable Law says otherwise.

45. Copies, records and electronic signatures

45.1 Copy. The Client shall give the Contractor a complete signed copy of this Agreement on paper or electronically no later than the day the Services begin, and on request at any later time.

45.2 Records. The Client shall keep this Agreement, each Statement of Work and payment records for at least six years after the Services end, or a longer period if the law requires it, and shall make them available to the Contractor and to an agency as the law requires.

45.3 Counterparts. The Parties may sign in separate copies, which together are one document.

45.4 Electronic signatures. Either Party may sign electronically. A signature or record may not be denied effect only because it is electronic. Either Party may ask for a paper copy.

The Parties have read this Agreement, including Schedules A, B and C, and sign it to take effect on the Effective Date.

CLIENT: [Client's full legal name: _____]
By (signature):
Printed name: [Client signer's name: _____]
Title: [Client signer's title: _____]
Date signed:

CONTRACTOR: [Contractor's full legal name: _____]
By (signature):
Printed name: [Contractor signer's name: _____]
Title, if a business: [Contractor signer's title: _____]
Date signed:

By signing, the Contractor makes the written assignment in Section 19 on the terms stated there.

SCHEDULE A: STATEMENT OF WORK, FEES AND DUE DATES

This Schedule is part of the Independent Contractor Agreement dated [Effective date: _____] between [Client's full legal name: _____] and [Contractor's full legal name: _____].

1. Project name: [Project name: _____]

2. Client mailing address: [Client's mailing address: _____]

3. Contractor mailing address: [Contractor's mailing address: _____]

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4. Itemized list of Services:
Service 1: [Service 1: _____]. Fee: [Fee for Service 1: _____]
Service 2: [Service 2: _____]. Fee: [Fee for Service 2: _____]
Service 3: [Service 3: _____]. Fee: [Fee for Service 3: _____]

5. Deliverables and acceptance criteria: [Deliverables and acceptance criteria: _____]

6. Dates of the Services: Start [Start date: _____]. Milestones: [Milestones: _____]. Completion: [Completion date: _____]

7. Items excluded from the Services: [Excluded items: _____]

8. Items the Client will provide, and the dates: [Client inputs and dates: _____]

9. Value of the Services, rate and method of pay: Total value [Total value of the Services: _____]. Pricing method: [Pricing method: _____]. Rate: [Rate: _____]. Method of payment: [Method of payment: _____]

10. Payment date, or how it is set: [Payment date or mechanism: _____]

11. Date by which the Contractor submits the list of completed Services for each payment: [Date for the list of Services: _____]

12. Deposit: [Deposit: _____], due [Deposit due date: _____]

13. Reimbursable expenses: [Reimbursable expenses: _____]. Limit: [Expense limit: _____]

14. Works of visual art and the uses to which the waiver in Section 21.1 applies: [Works of visual art and uses: _____]

15. Sales tax: [Sales tax: _____]

16. Contractor's professional license, if required: [License details: _____]

17. Special terms: [Special terms: _____]

18. Arbitration (yes or no, and the rules if yes): [Arbitration election: _____]. Client initials: [Client's initials for arbitration: _____]. Contractor initials: [Contractor's initials for arbitration: _____]

Client: [Client signer's name: _____]
Signature and date:

Contractor: [Contractor signer's name: _____]
Signature and date:

SCHEDULE B: CONTRACTOR MATERIALS AND THIRD-PARTY MATERIALS

1. Contractor Materials: [Contractor Materials: _____]

2. Where they are used in the Deliverables: [Where Contractor Materials are used: _____]

3. Third-Party Materials and owner: [Third-Party Materials: _____]

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4. License terms or link to them: [Third-party license terms: _____]

5. Cost and who pays: [Third-party cost and payer: _____]

6. Limits on the Client's use: [Limits on use: _____]

A blank or incomplete list does not transfer Contractor Materials to the Client. If the Contractor adds an item later, it shall tell the Client in writing before it includes the item in a Deliverable.

SCHEDULE C: RIGHTS AND NOTICES BY PLACE

1. Place where the Contractor will perform the Services: [Place where the Contractor works: _____]

2. Local Freelance Law that applies, if any: [Local Freelance Law: _____]

3. New York. If the New York Freelance Isn't Free Act applies, this Agreement includes the names and mailing addresses of the Parties, the itemized Services, their value, the rate and method of pay, the date or mechanism of payment, and the date for the list of services. The Client shall pay on or before the contract date or, if none is stated, no later than 30 days after completion. The Client shall keep the contract for at least six years and make it available as the law requires. If New York City's Freelance Isn't Free law applies, a contract worth $800 or more must be in writing.

4. Illinois. If the Illinois Freelance Worker Protection Act applies, the value of the work for the Client is counted over a 120-day period. The Client shall pay in full by the due date, or within 30 days after completion if no date is stated. The contract contains the names and contact information, the itemized Services, the rate and method, the due date and the dates of service.

5. California. If California's Freelance Worker Protection Act applies (professional services worth $250 or more, alone or together with other contracts in the preceding 120 days), the Client shall give the Contractor a signed copy of this written contract and keep it for at least four years. The six-year period in Section 45 meets that requirement. The Client shall pay by the date stated in it or, if none is stated, within 30 days after the work is completed. The Contractor is not asked to agree that Work Product is a work made for hire. The Client shall make any independent contractor report that the Employment Development Department requires.

6. Seattle. Seattle's Independent Contractor Protections Ordinance covers a self-employed contractor with no employees who performs any part of the work in Seattle for a commercial hiring entity and is paid, or may reasonably expect to be paid, at least $2,000 in total by that entity between January 1 and December 31. If the Ordinance applies, the Client shall give the Contractor, in the form the City requires: (a) the notice of rights; (b) the written pre-work notice before work begins; and (c) a written itemized payment notice each time it pays. The pre-work notice was delivered on [Seattle pre-work notice date: _____].

7. Other places. The Client shall give any contract, notice or payment information that another Local Freelance Law requires. Any additional notice attached: [Other notices attached: _____].

8. Copies. The Contractor received a complete copy of this Agreement and each attached notice on [Date the copy was received: _____].

This Schedule describes some rules in general terms. The law itself controls, and the Contractor keeps

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every right that the law gives.

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