

## **Independent Contractor Agreement**

**\*\*\*Before using this template, seek advice from legal counsel\*\*\***

This Independent Contractor Agreement (Agreement) is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. This Agreement is by and between [Client name and address] (Client) and [Philippines independent contractor name and address] (Contractor).

Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client. Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Client and Contractor (individually, the "Party" and collectively the "Parties" to this Agreement) agree as follows.

### **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (Services):
  - [Include specific details about the work to be performed by Contractor]
2. The Services will also include any other tasks which the Parties may agree on. Contractor hereby agrees to provide such Services to the Client.

### **Term of Agreement**

3. The term of this Agreement (Term) will begin on the date noted above and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended by written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

### **Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States Dollars (USD).

### **Payment**

7. Contractor will charge Client for the Services at the rate of \$[USD AMOUNT] per hour (Payment) plus an administrative fee of 10 percent.
8. Contractor will invoice Client monthly.
9. Invoices submitted by Contractor to Client are due within 30 days of receipt.
10. Contractor will not be reimbursed for any expenses incurred in connection with providing Services under this Agreement.

### **Confidentiality**

11. Confidential information (Confidential Information) refers to any data or other information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the client.
12. Contractor agrees that they will not disclose, divulge, reveal, report, or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **Ownership of Intellectual Property**

13. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (Intellectual Property) that is developed or produced under this Agreement will be the sole property of Client. The use of Intellectual Property by the Client will not be restricted in any manner.
14. Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written permission of Client. Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

### **Independent Contractor Status**

15. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee.
16. The Contractor is engaged in a distinct and independent business, performs the work using their own equipment, under their responsibility, and according to their own manner and method, exerting complete control over their work.

17. Except as otherwise provided in this Agreement, Contractor will provide at Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other items or parts necessary to perform the Services under this Agreement.

### **No Exclusivity**

18. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services provided under this Agreement.

### **Indemnification**

19. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable laws, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

20. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Entire Agreement**

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Governing Law**

22. This Agreement will be governed by and construed in accordance with the laws of [INSERT GOVERNING LAW JURISDICTION].

### **Severability and Waiver**

23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be

valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

24. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach of the same or other provisions.

In witness whereof the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[COMPANY REPRESENTATIVE NAME]  
[COMPANY NAME]

\_\_\_\_\_  
[CONTRACTOR REPRESENTATIVE NAME]  
[CONTRACTOR NAME]