

# INDEPENDENT CONTRACTOR AGREEMENT

Technology & Creative Services — With IP Assignment and NDA Provisions

Sample / Educational Use Only

Company ("Client")	Contractor
[Company Name]	[Contractor / Freelancer Name]
[Address · City, State ZIP]	[Address · City, State ZIP]
[Email · EIN/SSN for 1099: _____]	[Email · EIN/SSN for 1099: _____]

This Agreement is entered into as of [Effective Date]. The parties agree as follows:

## 1. ENGAGEMENT AND SERVICES

Client engages Contractor to provide [software development / UI/UX design / content creation / data science / other technical or creative services] as further described in the Statement of Work attached as Exhibit A. Contractor accepts this engagement and agrees to perform the Services with professional skill and care, in conformance with industry standards applicable to the relevant discipline.

## 2. COMPENSATION AND EXPENSES

- Rate: \$[Amount] [per hour / per project / per milestone], payable net [15/30] days from invoice.
- Expenses: Client will reimburse pre-approved, documented expenses only. Contractor must obtain written approval before incurring any expense exceeding \$[Amount].
- 1099 Reporting: Client will issue a Form 1099-NEC if annual payments to Contractor exceed \$600. Contractor is responsible for all self-employment taxes and must provide a completed W-9 before first payment.

## 3. INDEPENDENT CONTRACTOR — CLASSIFICATION

Contractor is an independent contractor. This Agreement does not create an employment, agency, partnership, or joint venture relationship. Contractor retains the right to perform services for other clients during the term, provided doing so does not conflict with Contractor's obligations under this Agreement or Section 5 (Confidentiality).

Client acknowledges that it exercises no control over the methods Contractor uses to perform the Services — only over the deliverables and specifications described in Exhibit A. Contractor will not be subject to Client's employee policies, work hours, or workplace rules.

## 4. INTELLECTUAL PROPERTY ASSIGNMENT

This section is the most critical for technology and creative engagements.

- **Work Made for Hire:** To the maximum extent permitted by law, all deliverables created under this Agreement are "works made for hire" as defined in 17 U.S.C. § 101, and Client shall own all copyright therein.
- **Assignment:** To the extent any deliverable does not qualify as a work made for hire, Contractor hereby irrevocably assigns to Client all right, title, and interest — including all copyright, patent rights, trade secret rights, and moral rights — in and to such deliverable.
- **Pre-Existing IP:** Contractor retains ownership of tools, frameworks, and pre-existing works not created under this Agreement ("Background IP"). To the extent Background IP is incorporated into deliverables, Contractor grants Client a perpetual, royalty-free, non-exclusive license to use it within the deliverable.
- **Contractor's Warranty:** Contractor warrants that deliverables will not infringe any third-party IP rights, and that Contractor has full authority to make the assignments described above.

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## 5. CONFIDENTIALITY AND NON-DISCLOSURE

During the term and for [3] years after termination:

- Contractor shall not disclose Client's Confidential Information to any third party without prior written consent.
- "Confidential Information" includes source code, product roadmaps, customer data, business strategies, financial information, and any information marked confidential or that a reasonable person would understand to be confidential.
- Contractor shall use Confidential Information only to perform the Services.
- Contractor shall immediately notify Client of any actual or suspected unauthorized disclosure.
- **Exceptions:** Information that is publicly known through no fault of Contractor, or required to be disclosed by law or court order (with prior notice to Client where legally permitted), is not Confidential Information.

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## 6. DATA PRIVACY AND SECURITY

- If Contractor will access or process personal data of Client's customers or employees, Contractor shall comply with all applicable data protection laws (including GDPR and CCPA where applicable).
- Contractor shall implement reasonable security measures to protect personal data and shall notify Client within 48 hours of any suspected data breach.
- Upon termination, Contractor shall promptly return or securely delete all personal data received from Client.

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## 7. TERM AND TERMINATION

- **Term:** [Start Date] through [End Date / project completion], unless terminated earlier.
- **Termination for Convenience:** Either party may terminate with [14] days written notice.
- **Termination for Cause:** Either party may terminate immediately if the other materially breaches and fails to cure within 5 business days of notice.

- Effect: Client pays for all satisfactorily completed work through termination. Sections 4, 5, 7, 8, and 9 survive termination.

## 8. REPRESENTATIONS AND WARRANTIES

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Each party represents that: (a) it has full authority to enter this Agreement; (b) the Agreement does not conflict with any other obligation; and (c) the Services and deliverables will be performed and created in compliance with applicable law.

Contractor additionally warrants that Contractor has the skills and experience to perform the Services and will perform them in a professional and workmanlike manner.

## 9. LIMITATION OF LIABILITY

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- Neither party shall be liable for indirect, special, incidental, consequential, or punitive damages.
- Client's aggregate liability shall not exceed total fees paid to Contractor in the 3 months preceding the claim.
- These limitations do not apply to breaches of confidentiality, IP assignment obligations, or indemnification.

## 10. GOVERNING LAW

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This Agreement is governed by the laws of [State]. Disputes shall be resolved by binding arbitration in [City, State] under AAA Commercial Arbitration Rules. Either party may seek injunctive relief in court to protect IP or confidential information without waiving arbitration rights.

## SIGNATURES

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COMPANY / CLIENT	CONTRACTOR
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	EIN / SSN (last 4): _____
Date: _____	Date: _____

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DISCLAIMER: Sample template for educational purposes only. Not legal advice. IP assignment, non-disclosure, and contractor classification laws vary by jurisdiction and fact pattern. Consult a licensed attorney before using or relying on this agreement.

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