**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (referred to as the "**Agreement**") takes effect on [DATE] (the "**Effective Date**"), by and between [CLIENT NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] organized under the laws of [JURISDICTION OF ORGANIZATION], with its main office at [ADDRESS] **("Client"),** and [INDEPENDENT CONTRACTOR NAME], a [corporation/LLC/[OTHER ENTITY TYPE]] formed in [JURISDICTION OF ORGANIZATION] with its headquarters at [ADDRESS] ("**Contractor"**). In this Agreement, the Client and the Contractor are individually referred to as a "**Party**" and collectively as the "**Parties**".

The Contractor is in the business of [INSERT DESCRIPTION OF BUSINESS]. The Client desires to retain the Contractor to provide the Services, as defined below, upon the terms and conditions set forth in this Agreement.

In consideration of the mutual promises and commitments contained in this Agreement, along with other valuable consideration acknowledged by both Parties, the Parties hereby agree as follows.

1. **TERM**

This Agreement shall take effect on the Effective Date and shall remain in force [until the completion of the Services / for a period of [NUMBER] [days/weeks/months] / until [DATE]] (the "**Termination Date**"), unless terminated earlier pursuant to Section 12 (the "**Term**"). The Parties may extend or modify the Termination Date by mutual written agreement.

1. **PROVISION OF SERVICES**
   1. The Contractor shall perform the services described in Schedule 1 (the "**Services**") for the Client, [either directly or through its employees or subcontractors (the "**Contractor’s Personnel**"). The Contractor shall be liable for all acts and omissions of the Contractor’s Personnel.]
   2. The Contractor shall have sole discretion over the manner, method, and means by which the Services are performed, [including determining the time and location of performance.]
   3. Unless otherwise specified in Schedule 1, the Contractor shall be responsible for providing, at its own cost, all equipment, tools, supplies, and materials necessary to carry out the Services.
   4. [If necessary for performance, the Client shall grant the Contractor access to its premises and equipment.] The Contractor shall comply with all applicable Client policies and procedures [including but not limited to those governing workplace safety, facility usage, information technology, and other operational requirements.]
   5. The Contractor shall be available for consultation with the Client at mutually agreed times and locations. [If required, the Contractor shall provide periodic reports on the progress and performance of the Services as directed by the Client.]
2. **RELATIONSHIP BETWEEN THE PARTIES**
   1. The Contractor is engaged as an independent contractor and shall not, at any time, be considered an employee [or dependent contractor] of the Client. This Agreement does not establish a partnership, joint venture, agency, fiduciary, or employment relationship between the Parties. Neither Party has the authority to act on behalf of or bind the other in any capacity.
   2. The Contractor retains full discretion to offer services to other clients throughout the duration of this Agreement, provided that such engagements [do not interfere with the Contractor’s obligations under this Agreement].
   3. The Contractor [and any individuals engaged by the Contractor] shall not be entitled to participate in any benefits, compensation plans, or employment-related programs available to the Client’s employees, including but not limited to those mandated by employment laws or workplace policies.
   4. The Client shall not be responsible for withholding or remitting any employment-related taxes, including but not limited to income tax, social security, unemployment insurance, or workers’ compensation contributions, on behalf of the Contractor [or any individuals engaged by the Contractor]. The Contractor shall bear full responsibility for compliance with all tax and registration requirements and shall indemnify the Client against any penalties, claims, or liabilities arising from its failure to do so.
   5. The Contractor assumes full responsibility for managing the Contractor’s Personnel and agrees to indemnify and hold the Client harmless against any claims brought by or on behalf of such personnel, including but not limited to wage disputes, unpaid benefits, overtime claims, termination-related claims, or any other employment-related obligations, whether statutory or contractual. This Section 3.5 shall survive termination of this Agreement.
3. **INTELLECTUAL PROPERTY RIGHTS**
   1. The Client shall hold exclusive ownership of all rights, titles, and interests, on a global basis, in any and all work products, materials, and outcomes resulting from the Services performed under this Agreement, including but not limited to the deliverables described in Schedule 1 (collectively, the "**Deliverables**"). This includes all associated patents, copyrights, trademarks, trade secrets, and any other intellectual property rights (collectively, "**Intellectual Property Rights**"). The Contractor hereby irrevocably transfers and assigns to the Client all rights, titles, and interests in the Deliverables, including all associated Intellectual Property Rights.
   2. The Contractor waives, to the fullest extent permitted by law, any moral rights or similar rights that it may have now or in the future with respect to the Deliverables.
   3. If applicable, Schedule 2 shall include a list of any Intellectual Property Rights owned by the Contractor prior to entering into this Agreement (the "**Pre-Existing IP**"). If no such list is attached, the Contractor represents and warrants that no Pre-Existing IP exists. To the extent that any Pre-Existing IP is included in the Deliverables, the Contractor grants the Client a perpetual, worldwide, royalty-free, irrevocable license to use, modify, reproduce, distribute, and create derivative works from such Pre-Existing IP.
   4. The Contractor shall promptly disclose to the Client any inventions, processes, or intellectual property it develops, whether independently or jointly, in connection with the Services, regardless of whether such inventions or processes are patentable or created during working hours or on the Client’s premises. The Contractor shall not share, publish, or disclose such inventions or processes to any third party without the Client’s prior written approval.
   5. Upon request, the Contractor shall execute and deliver any documents or take any additional steps reasonably necessary to assist the Client in securing, registering, or enforcing its Intellectual Property Rights in the Deliverables.
   6. The Contractor shall require all personnel, employees, or subcontractors engaged in the performance of Services under this Agreement to sign agreements ensuring the Client’s full rights to the Deliverables before they begin work.
4. **CONFIDENTIALITY**
   1. From time to time during the duration of this Agreement, either Party (as the "**Discloser**") may disclose or make available to the other Party (as the "**Recipient**"), non-public, proprietary, and confidential information of Discloser [whether or not marked or labeled as "confidential"/that, if disclosed in writing or other tangible form is clearly labeled as "confidential," or if disclosed orally, is identified as confidential when disclosed and within [NUMBER] days thereafter, is summarized in writing and confirmed as confidential] ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Recipient's breach of this Section 5; (ii) is or becomes available to the Recipient on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information after due inquiry; (iii) was in the Recipient's possession prior to the Discloser's disclosure hereunder; or (iv) was or is independently developed by the Recipient without using any Confidential Information.
   2. The Recipient shall: (i) protect and safeguard the confidentiality of the Discloser's Confidential Information with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to members of the Recipient's Group who need to know the Confidential Information to assist the Recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. For purposes of this Section 5, "**Recipient's Group**" means the Recipient's affiliates and its or their employees, officers, directors, shareholders, partners, members, managers, agents, independent contractors, consultants, sublicensees, subcontractors, attorneys, accountants, and financial advisors.
   3. If the Recipient is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify the Discloser of such requirements to afford the Discloser the opportunity to seek, at the Discloser's sole cost and expense, a protective order or other remedy.
   4. The Recipient shall be responsible for any breach of the foregoing obligations by any member of the Recipient’s Group.
5. **PAYMENT AND EXPENSES**
   1. In exchange for the Services provided, the Client shall compensate the Contractor at a rate of [$[AMOUNT] per hour/daily rate], as detailed in Schedule 1 (the "**Fees**"). Payment shall be made [upon completion of the Services, upon reaching specified milestones, or according to the dates outlined in Schedule 1].
   2. The Contractor shall bear sole responsibility for any costs incurred in delivering the Services [including but not limited to travel, materials, and third-party expenses]. The Client shall have no obligation to reimburse the Contractor for any such costs.
   3. The Client shall remit payment for all undisputed invoices within [NUMBER] days [of receiving the invoice, upon completion of the Services, or based on the agreed payment schedule in Schedule 1]. Payments shall be made [by wire transfer, certified check, or another agreed-upon method], in USD.
   4. The Client shall be responsible for any applicable sales taxes, excise duties, or similar charges levied by government authorities on payments made under this Agreement. However, the Client shall not be liable for any taxes, withholdings, or deductions related to the Contractor’s income, revenue, assets, or personnel compensation.
   5. The Contractor shall be solely responsible for collecting, deducting, and remitting all applicable taxes to the appropriate authorities.
6. **REPRESENTATIONS AND WARRANTIES**
   1. The Contractor represents and warrants that:
      1. it has the full authority and legal capacity to enter into this Agreement, grant the rights provided herein, and fulfill its obligations in accordance with its terms;
      2. the execution and performance of this Agreement will not conflict with or result in a violation of any [confidentiality, non-competition, non-solicitation, intellectual property, or other agreements] to which the Contractor is bound with any third party;
      3. the Contractor possesses the necessary skills, expertise, and qualifications to effectively perform the Services under this Agreement;
      4. the Services shall be carried out professionally, diligently, and in accordance with industry best practices applicable to similar services, while ensuring full compliance with all relevant federal, state, and local laws and regulations;
      5. the Contractor shall allocate sufficient time, resources, and attention necessary to meet its obligations under this Agreement in a timely manner;
      6. the Contractor shall provide the Client with valid and marketable ownership rights in all Deliverables, ensuring they are free from any liens, claims, or encumbrances of any kind; and
      7. all Deliverables shall be the Contractor’s original work (excluding materials publicly available or provided by the Client) and, [to the best of the Contractor’s knowledge,] do not infringe upon or misappropriate the intellectual property or proprietary rights of any third party.
   2. The Client represents and warrants that:
      1. it has the full authority and legal right to enter into this Agreement and fulfill its obligations hereunder; and
      2. the individuals executing this Agreement on behalf of the Client have been duly authorized to do so through all necessary corporate approvals.
7. **LIMITATION OF LIABILITY**
   1. UNDER NO CIRCUMSTANCES SHALL THE PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, OR REDUCED VALUE, ARISING FROM OR RELATING TO THIS AGREEMENT. THIS LIMITATION APPLIES REGARDLESS OF:
      1. WHETHER SUCH DAMAGES WERE FORESEEABLE;
      2. WHETHER OR NOT THE OTHER PARTY HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES;
      3. THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED; AND
      4. THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
   2. SUBJECT TO SECTION 8.1 AND EXCLUDING SECTION 9.1, THE TOTAL LIABILITY FOR BOTH PARTIES UNDER THIS AGREEMENT, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE GREATER OF:
      1. [NUMBER] TIMES THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES COVERED UNDER THIS AGREEMENT; OR
      2. $[AMOUNT], WHICHEVER IS LOWER.
8. **CONTRACTOR’S INDEMNIFICATION**
   1. The Contractor shall indemnify, defend, and hold harmless the Client [along with its officers, directors, employees, agents, successors, and assigns] from any and all claims, liabilities, losses, damages, penalties, fines, judgments, settlements, interest, costs, or expenses of any kind, including legal fees, arising from or related to:
      1. any bodily injury, death, or damage to property caused by the acts or omissions of the Contractor [or any individuals engaged by the Contractor]; and
      2. any breach of the Contractor’s obligations, representations, or warranties as set forth in this Agreement.
   2. The Client reserves the right to offset any indemnifiable amount against payments otherwise due to the Contractor under this Agreement.
9. **NON-SOLICITATION**

During the Term of this Agreement and for a period of [NUMBER] months following its termination or expiration, the Contractor shall not directly or indirectly solicit or attempt to hire any employees of the Client without obtaining the Client’s prior written consent. For clarity, this restriction shall not apply to general job postings, advertisements, or public recruitment efforts, including online job listings, provided that any Client personnel who independently respond to such postings and are subsequently hired shall not be considered solicited in violation of this provision.

1. **INSURANCE**

Throughout the duration of this Agreement, the Contractor shall maintain commercial general liability insurance [at coverage levels sufficient to protect against losses arising from its operations, personnel, or subcontractors / with minimum limits of $[AMOUNT] per occurrence and $[AMOUNT] in the aggregate]. This insurance policy shall include contractual liability coverage applicable to the Contractor’s obligations under this Agreement. Upon written request, the Contractor shall provide the Client with a certificate of insurance as proof of coverage. The Contractor shall take no actions that would void or compromise its insurance policy and shall notify the Client [immediately/in writing] if the policy is terminated or modified.

1. **TERMINATION**
   1. [Unless otherwise specified,] either Party may terminate this Agreement without cause by providing [NUMBER] days' written notice to the other Party. [In such an event, the Client shall compensate the Contractor for Services rendered up to the effective termination date.] [If termination occurs without the required notice period, the terminating Party shall take reasonable steps to mitigate any resulting damages, except where minimum statutory payments apply.]
   2. Either Party may terminate this Agreement for cause, with immediate effect and without prior notice or additional payment obligations. "**Cause**" shall include, but is not limited to, a material breach of this Agreement [that is either incapable of remedy or, if capable of remedy, remains uncured for [NUMBER] days following written notice to the breaching Party].
   3. Upon termination or expiration of this Agreement, or upon the Client’s written request, the Contractor shall [promptly / within [NUMBER] days]:
      1. return all physical documents, records, and materials (and any copies) containing or derived from the Client’s Confidential Information;
      2. permanently remove all of the Client’s Confidential Information from its digital systems;
      3. provide written certification to the Client confirming full compliance with this provision.
2. **MISCELLANEOUS**
   1. Upon [reasonable] request [and at the sole cost and expense of the requesting Party,] each Party shall take any necessary steps, including executing documents or performing actions, to fully implement the provisions of this Agreement.
   2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No provision of this Agreement shall be interpreted as granting any rights, benefits, or remedies to any third party. The Contractor may not transfer or assign any rights under this Agreement [without obtaining the Client’s prior written approval.]
3. **NOTICES**
   1. Any notice or other communication given under or in connection with this Agreement will be in writing, in the English language (or any other language expressly agreed between the Parties), marked for the attention of the specified representative of the Party to be given notice, and must be: (i) sent to that Party’s address by pre-paid mail delivery service providing guaranteed next Business Day delivery and proof of delivery; or (ii) sent by email to that Party’s email address. For the purposes of this Agreement, “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in [INSERT].
   2. The address, email address and representative for each Party are set out below and may be changed by that Party giving at least thirty (30) calendar days’ notice in accordance with this Section 14:

|  |  |
| --- | --- |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email addresses: | [INSERT] |
| For the attention of: | [INSERT] |
|  |  |
| **For [INSERT PARTY]:** |  |
| Address: | [INSERT] |
| Email address: | [INSERT] |
| For the attention of: | [INSERT] |

* 1. Any notice given in accordance with Section 14.1 will be deemed to have been served: (i) if given as set out in Section 14.1(i), at 9.00am on the second Business Day after the date of posting; and (ii) if given as set out in Section 14.1(ii), at the time of sending the email (except that if an automatic electronic notification is received by the sender within four (4) hours after sending the email informing the sender that the email has not been delivered to the recipient or that the recipient is out of the office, the email will be deemed not to have been served), provided that if notice is served before 9.00am on a Business Day, it will be deemed to be served at 9.00am on that Business Day and if it is served on a day which is not a Business Day or after 5.00pm on a Business Day, it will be deemed to be served at 9.00am on the immediately following Business Day.
  2. For the purposes of this Section 14, references to time of day are to the time of day at the address of the recipient Party as referred to in Section 14.2 and references to Business Days are to normal working days in the territory in which such address is situated.
  3. To provide service of a notice it will be sufficient to prove that the provisions of this Section 14 were complied with.

1. **ENTIRE AGREEMENT**

This Agreement represents the entire understanding between the Parties concerning its subject matter and supersedes all prior and contemporaneous agreements, representations, and warranties, whether written or oral.

1. **AMENDMENT**

Any modification, amendment, or supplementation to this Agreement must be in writing and signed by both Parties.

1. **SEVERABILITY**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity shall not affect any other provision of the Agreement, nor shall it invalidate or render unenforceable that provision in any other jurisdiction.

1. **COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original, and all of which together shall constitute one and the same document.

1. **RIGHTS OF THIRD PARTIES**

No person other than the Client and the Contractor shall have any rights under this Agreement. The terms of this Agreement or any part of it may be varied, amended, or modified, or this Agreement may be suspended, canceled, or terminated by a written Agreement between the Parties, or this Agreement may be rescinded (in each case) without the consent of any third party.

1. **WAIVER**

No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. Any waiver shall not be deemed a waiver of any other failure, breach, or default not expressly identified. A Party's failure to exercise, or delay in exercising, any right under this Agreement does not constitute a waiver of that right, nor does any partial exercise of a right preclude further exercise of that right or any other rights.

1. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Hawaii, without regard to any principles of conflict of laws. Any legal action, suit, or proceeding arising out of or related to this Agreement shall be brought exclusively in the courts of the State of Hawaii, and each Party irrevocably consents to the exclusive jurisdiction of such courts. The Parties waive any objections related to improper venue or the doctrine of forum non conveniens.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

[NAME OF PARTY]

By:

Name:

Title:

[NAME OF PARTY]

By:

Name:

Title:

**SCHEDULE 1**

**SERVICES AND DELIVERABLES**

[1. SERVICES: [DETAILED DESCRIPTION OF SERVICES].]

[2. EQUIPMENT, TOOLS, OR MATERIALS PROVIDED BY COMPANY: [ITEMS].]

[3. PAYMENT SCHEDULE: [SCHEDULE FOR PAYMENT BASED ON INSTALLMENTS OR MILESTONE ACHIEVEMENTS].]

[4. DELIVERABLES: [DELIVERABLES].]

**SCHEDULE 2**

**PRE-EXISTING IP**

PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS: [INSERT INDEPENDENT CONTRACTOR PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS]