# Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into by the undersigned parties: **[YOUR COMPANY NAME]** (known as the “Company”) and **[Sub Contractor Name]** (known as the “Contractor”).

In consideration of the promises, rights and obligations set forth below, the parties hereby agree as follows:

**1. Term**

The term of this Agreement shall begin on **[Commencement Date]** and continue until terminated as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

**2. Services**

The Contractor will provide the following services:

*Software Programming and App Development Services*

The Contractor shall take direction from **[Your Name]**. Additional services or amendments to the services described above may be agreed upon between the parties.

**3. Compensation**

Subject to providing the services as outlined above, the Contractor will be paid in accordance with an agreed upon work order, normally separated by phase with half being paid at the beginning of each phase and half upon completion of a phase. A **30 day post-production bug warranty** will be in place to fix any bugs found upon release to production at no additional cost. Upon expiration of the bug warranty, the cost to fix bugs is **[Hourly Rate]** with any partial hour being prorated. Out of scope items and new development will be documented by a **work order** and charged at **[Hourly Rate]** with any partial hour being prorated. Bug fixes and out of scope items may be billed for a fixed price if agreed upon by Company and Contractor.

**4. Relationship**

The Contractor will provide the Contractor’s services to the Company as an independent contractor and not as an employee.

Accordingly:

* The Contractor agrees that the Company shall have no liability or responsibility for the withholding, collection, or payment of any taxes, employment insurance premiums, or amounts paid by the Contractor to its employees or contractors. The Contractor also agrees to indemnify the Company from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes and employment insurance premiums.
* The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the Company may extend to its employees.
* The Contractor is free to provide services to other clients, so long as such other clients are not in direct competition with the Company’s software being developed by Contractor and so long as there is no interference with the Contractor’s contractual obligations to the Company.
* The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Company.

**5. Confidentiality and Intellectual Property**

* Engagement with the Company as an independent contractor (“**Engagement**”) will give the Contractor access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as “**Confidential Information**”). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software, mobile apps and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
* The Contractor may in the course of the Contractor’s Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation, records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as “**Proprietary Property**”). The Company shall exclusively own, and the Contractor does hereby assign to the Company, all Proprietary Property which the Contractor conceives, develops or contributes to in the course of the Contractor’s Engagement with the Company and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. Material or information conceived, developed or contributed to by the Contractor outside work hours on the Company’s premises or through the use of the Company’s property and or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Contractor shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
* The Contractor shall, both during and after the Contractor’s Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Contractor may, however, use or disclose Confidential Information which:

(i) is or becomes public other than through a breach of this Agreement;

(ii) is known to the Contractor prior to the date of this Agreement and with respect to which the Contractor does not have any obligation of confidentiality; or

(iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Contractor informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Contractor.

 The Contractor shall return or destroy, as directed by the Company, Confidential Information, Proprietary Property and any other Company property to the Company upon request by the Company at any time. The Contractor shall certify, by way of affidavit or statutory declaration that all such Confidential Information, Proprietary Property or Company property has been returned or destroyed, as applicable.

**6. Termination**

The Company may terminate this Agreement at any time at its sole discretion, upon providing to the Contractor **30** calendar days advance written notice of its intention to do so or payment of fees in lieu thereof.

The Contractor may terminate this Agreement at any time at its sole discretion upon providing to the Company **30** calendar days’ notice of Contractor’s intention to do so. Upon receipt of such notice the Company may waive notice in which event this Agreement shall terminate immediately.

The Contractor agrees that the Company may terminate this Agreement at any time without notice or any further payment if the Contractor is in breach of any of the terms of this Agreement.

**7**. **Obligations Surviving Termination of this Agreement**

All obligations to preserve the Company’s Confidential Information, Intellectual Property and other warranties and representations set forth herein shall survive the termination of this Agreement.

**8. Entire Agreement**

This Agreement, together with the Confidentiality and Proprietary Information Agreement, represents the entire agreement between the parties and the provisions of this Agreement shall supersede all prior oral and written commitments, contracts and understandings with respect to the subject matter of this Agreement. This Agreement may be amended only by mutual written agreement of the party.

**9. Assignment**

This Agreement shall inure to the benefit of and shall be binding upon each party’s successors and assigns. Neither party shall assign any right or obligation hereunder in whole or in part, without the prior written consent of the other party.

**10. Governing Law and Principles of Construction**.

This Agreement shall be governed and construed in accordance with the state of Florida, USA law. If any provision in this Agreement is declared illegal or unenforceable, the provision will become void, leaving the remainder of this Agreement in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the day and year first above written.

COMPANY REPRESENTATIVE CONTRACTOR

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_ **[Sub Contractor Name]** \_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_