

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:

[US Company Name] [Complete US address including street, city, state, and ZIP]
(hereinafter referred to as the "Client")

and

[Filipino Contractor Name] [Complete Philippines address] [Philippine Tax Identification Number] (hereinafter referred to as the "Contractor")

WHEREAS, Client is of the opinion that Contractor has the necessary qualifications, experience, and abilities to provide services to the Client;

WHEREAS, Contractor is agreeable to providing such services to the Client on the terms and conditions set forth 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 consideration is hereby acknowledged, the Client and Contractor (individually, the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. Services Provided

1.1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:

- [Detailed description of service 1]
- [Detailed description of service 2]
- [Additional services as needed]

1.2. The Services will also include any other tasks which the Parties may agree on in writing. The Contractor hereby agrees to provide such Services to the Client.

2. Term of Agreement

2.1. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until [end date or "the completion of the Services"], subject to earlier termination as provided in this Agreement.

2.2. The Term may be extended by mutual written agreement of the Parties.

2.3. 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 thirty (30) days' written notice to the other Party.

3. Performance

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

3.2. The Contractor shall: a) Work remotely from the Philippines b) Be available during agreed working hours: [specify hours] Philippines Time c) Respond to communications within [X] hours during agreed working hours d) Provide weekly progress reports e) Attend virtual meetings as required

4. Currency and Payment

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

4.2. The Client will compensate the Contractor for the Services at the rate of \$[Amount] per [hour/month/project] (the "Payment").

4.3. The Client shall pay an administrative fee of [X]% in addition to the Payment.

4.4. Payment Schedule: a) Contractor will invoice Client monthly b) Invoices submitted by Contractor to Client are due within 30 days of receipt c) Payments will be made via [specify payment method] d) The Contractor is responsible for any receiving bank fees or currency conversion charges

4.5. Late payments will incur interest at a rate of [X]% per month on the outstanding balance.

4.6. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services unless agreed upon in writing by the Client.

5. Confidentiality

5.1. Confidential Information refers to any data or information relating to the Client's business which would reasonably be considered to be proprietary to the Client including, but not limited to: a) Business operations b) Trade secrets c) Customer lists d) Customer information e) Marketing strategies f) Financial information g) Pricing data h) Technical processes and formulas i) Product designs j) Business and product development plans k) Employee details

5.2. The 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.

5.3. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

6. Ownership of Intellectual Property

6.1. All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement will be the sole property of the Client. This includes, but is not limited to: a) Patents b) Copyrights c) Trade secrets d) Trademarks e) Trade dress f) Industrial designs g) Source code h) Documentation i) Workflows j) Processes

6.2. The use of the Intellectual Property by the Client will not be restricted in any manner.

6.3. The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client.

7. Independent Contractor Status

7.1. 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.

7.2. The Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them.

7.3. The Contractor is responsible for: a) All tax declarations and payments required by Philippine law b) Social security contributions c) Healthcare insurance d) Any other statutory requirements e) Their own equipment and workspace f) Any employees or subcontractors they engage

7.4. The Contractor will not be entitled to any of the benefits that the Client may make available to its employees.

8. Work Standards and Quality

8.1. The Contractor agrees to: a) Perform the Services in a professional manner b) Comply with all reasonable standards and guidelines provided by the Client c) Meet agreed-upon deadlines d) Maintain regular communication with the Client e) Provide regular updates on project progress

8.2. The Client has the right to review and request revisions to the Services provided.

9. Data Protection and Security

9.1. The Contractor shall: a) Comply with all applicable data protection laws b) Maintain secure systems and passwords c) Use encrypted connections when accessing Client systems d) Report any data breaches immediately e) Not store Client data on personal devices without explicit permission

10. No Exclusivity

10.1. 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 similar services.

11. Indemnification

11.1. Each Party agrees to indemnify and hold harmless the other Party 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.

12. Modification of Agreement

12.1. 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.

13. Governing Law

13.1. This Agreement will be governed by and construed in accordance with the laws of [US State].

13.2. Any disputes shall be resolved through arbitration in [specify location].

14. Severability

14.1. 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.

15. Waiver

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

16. Entire Agreement

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

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, **20**.

[CLIENT NAME]

[Company Representative Name] [Title] [Company Name]

[CONTRACTOR]

[Contractor Name] [Philippine Tax ID]

WITNESSES:

- | | | | |
|----|-------|-------|----------|
| 1. | _____ | Name: | Address: |
| 2. | _____ | Name: | Address: |