

INDEPENDENT CONTRACTOR AGREEMENT

⚠ LEGAL DISCLAIMER: *This template provides a general framework and is for informational purposes only. It is NOT a substitute for professional legal advice. Laws vary by jurisdiction. Consider consulting with a lawyer in your client's country before signing any contract. Delete this box before finalizing.*

📝 INSTRUCTIONS: Replace all **[BLUE TEXT IN BRACKETS]** with your specific information. Green tips provide guidance—delete them before signing. Both parties should sign and keep a copy.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "**Agreement**") is entered into as of **[EFFECTIVE DATE: e.g., January 1, 2026]** (the "**Effective Date**").

1. PARTIES

1.1 CLIENT ("Company")

Name/Company: **[CLIENT'S FULL LEGAL NAME or COMPANY NAME]**

Address: **[CLIENT'S COMPLETE BUSINESS ADDRESS]**

City, State/Province, Country: **[CITY, STATE, COUNTRY, POSTAL CODE]**

Email: **[CLIENT'S EMAIL ADDRESS]**

1.2 CONTRACTOR ("Virtual Assistant" or "VA")

Name: **[YOUR FULL LEGAL NAME]**

Address: **[YOUR COMPLETE ADDRESS]**

City, Province, Philippines: **[CITY, PROVINCE, PHILIPPINES, POSTAL CODE]**

Email: **[YOUR PROFESSIONAL EMAIL ADDRESS]**

Collectively referred to as the "**Parties**" and individually as a "**Party**".

2. SCOPE OF SERVICES

2.1 Services. The Contractor agrees to provide virtual assistance and related services (the "**Services**") to the Client as described in **Exhibit A** attached hereto. The specific tasks, deliverables, and responsibilities are detailed in Exhibit A and may be amended by mutual written agreement of both Parties.

💡 Pro-Tip: *Using an Exhibit A for task details is smart! It lets you update responsibilities without rewriting the entire contract. Simply create a new Exhibit A and have both parties sign it.*

2.2 Standard of Work. The Contractor shall perform all Services in a professional, timely, and workmanlike manner, consistent with industry standards and to the reasonable satisfaction of the Client.

2.3 Work Hours and Availability. The Contractor agrees to be generally available during **[SPECIFY HOURS/TIMEZONE: e.g., 'US Eastern Time business hours (9 AM - 5 PM EST)' OR 'Flexible hours with minimum 4-hour overlap with Client's business day' OR 'Asynchronous work with 24-hour response time']**. The Contractor retains discretion over specific work hours, consistent with the independent contractor relationship.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and continue for [INITIAL TERM: e.g., 'an initial period of three (3) months' OR 'an indefinite period'], unless terminated earlier in accordance with Section 3.2 (the "Term"). [SELECT ONE: 'This Agreement shall automatically renew for successive one (1) month periods unless either Party provides written notice of non-renewal at least fourteen (14) days prior to the end of the then-current term.' OR 'This Agreement shall not automatically renew and shall terminate at the end of the Initial Term unless extended by mutual written agreement.']

3.2 Termination. Either Party may terminate this Agreement:

- (a) **For Convenience:** By providing [NOTICE PERIOD: Standard is 14 days; options include 7, 14, or 30 days] written notice to the other Party.
- (b) **For Cause:** Immediately upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within [CURE PERIOD: typically 7-14 days] of receiving written notice of the breach.
- (c) **By Mutual Agreement:** At any time by mutual written consent of both Parties.

3.3 Effect of Termination. Upon termination: (i) the Contractor shall immediately cease all work and return or destroy all Client materials and Confidential Information; (ii) the Client shall pay the Contractor for all Services satisfactorily performed up to the date of termination within [FINAL PAYMENT PERIOD: typically 7-15 days] of termination; (iii) Sections 5, 6, 7, and 10 shall survive termination.

4. COMPENSATION AND PAYMENT

4.1 Compensation. In consideration for the Services, the Client shall pay the Contractor:

[SELECT AND COMPLETE ONE OR MORE:]

- **Hourly Rate:** [AMOUNT: e.g., \$8.00 USD] per hour, with an expected [HOURS: e.g., 40] hours per [PERIOD: week/month].
- **Monthly Retainer:** [AMOUNT: e.g., \$1,200.00 USD] per month for [HOURS/SCOPE: e.g., 'up to 160 hours' OR 'services as described in Exhibit A'].
- **Project-Based:** [AMOUNT: e.g., \$500.00 USD] per project as detailed in Exhibit A.

4.2 Payment Schedule. Payment shall be made [FREQUENCY: 'bi-weekly (every two weeks)' OR 'semi-monthly (1st and 15th)' OR 'monthly (within 7 days of invoice receipt)']. The Contractor shall submit invoices to [CLIENT'S PAYMENT EMAIL or INVOICING SYSTEM].


4.3 Payment Method. Payment shall be made via [PRIMARY METHOD: 'Wise (TransferWise)' OR 'Payoneer' OR 'Direct Bank Transfer' OR 'PayPal']. Alternative payment methods may be agreed upon in writing. [SELECT ONE: 'All transfer fees shall be borne by the Client.' OR 'All transfer fees shall be borne by the Contractor.' OR 'Transfer fees shall be split equally between the Parties.']

4.4 Late Payment. If payment is not received within [GRACE PERIOD: typically 7-14 days] of the due date, a late fee of [LATE FEE: e.g., '5%' OR '\$25.00 USD' OR '1.5% per month'] shall be applied to the outstanding balance. The Contractor reserves the right to suspend Services if payment is more than [SUSPENSION THRESHOLD: typically 14-30 days] overdue, with written notice to the Client.

 *Pro-Tip: The Late Payment clause is your protection! Many VAs skip this and struggle to collect overdue payments. A 5% late fee is standard and fair. The suspension clause gives you leverage without burning bridges.*

4.5 Taxes. The Contractor is solely responsible for all taxes, social security contributions, and other statutory obligations in the Philippines related to compensation received under this Agreement. The Client shall not withhold any taxes from payments to the Contractor unless required by law.

5. INDEPENDENT CONTRACTOR STATUS

 **CRITICAL SECTION:** *This clause is essential for US clients (IRS compliance) and protects both parties. Do not modify or delete this section.*

5.1 Independent Contractor Relationship. The Contractor is an independent contractor and **not** an employee, partner, agent, or joint venturer of the Client. Nothing in this Agreement shall be construed to create an employment relationship between the Parties.


5.2 No Employee Benefits. The Contractor shall not be entitled to any employee benefits from the Client, including but not limited to: health insurance, retirement benefits, paid vacation, sick leave, workers' compensation, or any other benefits typically provided to employees.

5.3 Control and Methods. The Client may provide general direction regarding the desired results of the Services, but the Contractor retains full control over the manner, method, and means of performing the Services. The Contractor may work for other clients during the Term of this Agreement, subject to the confidentiality and non-compete provisions herein.

5.4 Equipment and Expenses. The Contractor shall provide their own equipment, tools, software, and workspace necessary to perform the Services, unless otherwise agreed in writing. **[OPTIONAL: 'The Client agrees to reimburse the Contractor for pre-approved expenses exceeding \$[AMOUNT] upon submission of receipts.' OR 'The Contractor is responsible for all expenses related to the performance of Services.']**

5.5 Tax Compliance. The Contractor acknowledges responsibility for compliance with all applicable tax laws in the Philippines, including registration with the Bureau of Internal Revenue (BIR) and payment of income taxes, percentage taxes, and other applicable levies. The Client shall provide the Contractor with an IRS Form W-8BEN (or equivalent documentation) upon request for US tax reporting purposes.

6. ARTIFICIAL INTELLIGENCE AND TECHNOLOGY USE

 *Pro-Tip: This is a 2026-essential clause! AI tools are now standard in VA work. This section protects both parties by being transparent about AI use while ensuring client data security.*

6.1 Permitted Use of AI Tools. The Contractor may use artificial intelligence tools and technologies (including but not limited to ChatGPT, Jasper, Grammarly, and similar services) to assist in the performance of Services, provided that:

- (d) The Contractor maintains human oversight and review of all AI-generated outputs;
- (e) The Contractor does not input Client Confidential Information into public AI models or services that may use such data for training purposes;
- (f) All final work product meets the quality standards expected under this Agreement;
- (g) The Contractor discloses significant AI assistance upon Client's request.

6.2 Data Protection with AI. The Contractor shall:

- (h) Use enterprise or privacy-focused versions of AI tools when handling Client data where available;
- (i) Disable data training/sharing features in AI tools when processing Client information;
- (j) Not upload sensitive Client data (including personal identifiable information, financial data, or trade secrets) to any AI platform without explicit written consent;
- (k) Anonymize or pseudonymize Client data before using AI tools for analysis or processing where practical.

6.3 Ownership of AI-Assisted Work. Notwithstanding the use of AI tools, all work product created by the Contractor (including AI-assisted content) shall be considered "Work Product" under Section 7 and shall belong exclusively to the Client upon full payment.

6.4 AI Tool Restrictions. [OPTIONAL: 'The Client specifically prohibits the use of AI tools for the following tasks: [LIST RESTRICTED TASKS, e.g., client communications, legal documents, financial reporting].' OR 'The Client has no specific restrictions on AI tool usage, subject to the data protection requirements above.']

7. INTELLECTUAL PROPERTY AND WORK PRODUCT

7.1 Work Product Ownership. All work product, deliverables, materials, documents, data, inventions, and other outputs created by the Contractor in the performance of Services under this Agreement (collectively, "**Work Product**") shall be the sole and exclusive property of the Client. The Contractor hereby assigns to the Client all right, title, and interest in and to the Work Product, including all intellectual property rights therein.

7.2 Pre-Existing Materials. The Contractor retains ownership of any tools, methodologies, templates, or materials that: (a) existed prior to this Agreement, or (b) are developed independently outside the scope of this Agreement (collectively, "**Contractor Materials**"). If Contractor Materials are incorporated into any Work Product, the Contractor grants the Client a perpetual, non-exclusive, royalty-free license to use such Contractor Materials solely as part of the Work Product.

7.3 Portfolio Rights. [SELECT ONE: 'The Contractor may include general descriptions of work performed and non-confidential samples in their professional portfolio, with Client's prior written approval.' OR 'The Contractor may not use any Work Product or reference the Client relationship in any portfolio or marketing materials without prior written consent.' OR 'The Contractor may reference the Client relationship and include non-confidential work samples in their portfolio after [PERIOD: e.g., 6 months] from project completion.']

8. CONFIDENTIALITY AND DATA SECURITY

8.1 Definition of Confidential Information. "**Confidential Information**" means all non-public information disclosed by the Client to the Contractor, whether orally, in writing, or electronically, including but not limited to: business strategies, financial information, customer data, employee information, trade secrets, proprietary processes, passwords, access credentials, software, and any other information designated as confidential or that reasonably should be understood to be confidential.

8.2 Obligations. The Contractor agrees to:

- (l) Hold all Confidential Information in strict confidence;
- (m) Not disclose Confidential Information to any third party without prior written consent;

- (n) Use Confidential Information solely for the purpose of performing Services under this Agreement;
- (o) Take reasonable security measures to protect Confidential Information from unauthorized access or disclosure;
- (p) Promptly notify the Client of any unauthorized disclosure or security breach.

8.3 Password and Access Security. The Contractor shall:

- (q) Store all passwords and access credentials using industry-standard password managers (e.g., LastPass, 1Password, Bitwarden);
- (r) Never share Client credentials with any third party;
- (s) Enable two-factor authentication (2FA) on all Client accounts where available;
- (t) Access Client systems only from secure, private networks (not public WiFi without VPN);
- (u) Return or securely delete all access credentials upon termination of this Agreement.

8.4 Exceptions. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the Contractor; (b) was rightfully known to the Contractor prior to disclosure; (c) is rightfully obtained from a third party without restriction; or (d) is required to be disclosed by law, provided the Contractor gives prompt notice to the Client.

8.5 Duration. The confidentiality obligations under this Section shall survive termination of this Agreement for a period of **[DURATION: typically '2 years' OR '3 years' OR 'indefinitely for trade secrets']**.

9. REPRESENTATIONS AND WARRANTIES

9.1 Contractor Representations. The Contractor represents and warrants that:

- (v) They have the legal right and authority to enter into this Agreement;
- (w) They possess the skills, qualifications, and experience necessary to perform the Services;
- (x) The Services will be performed in a professional and competent manner;
- (y) The Work Product will be original and will not infringe upon any third-party rights;
- (z) They will comply with all applicable laws and regulations in the performance of Services.

9.2 Client Representations. The Client represents and warrants that they have the legal right and authority to enter into this Agreement and to provide any materials or information necessary for the Contractor to perform the Services.

10. LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. THE CONTRACTOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO THE CONTRACTOR DURING THE **[PERIOD: 'three (3) months' OR 'six (6) months']** IMMEDIATELY PRECEDING THE CLAIM.

10.2 Indemnification. Each Party agrees to indemnify, defend, and hold harmless the other Party from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out


of: (a) their breach of this Agreement; (b) their negligence or willful misconduct; or (c) their violation of any applicable law.

11. DISPUTE RESOLUTION

11.1 Good Faith Negotiation. The Parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiation. Either Party may initiate negotiation by providing written notice to the other Party describing the dispute.

11.2 Mediation. If the dispute cannot be resolved through negotiation within [PERIOD: typically '30 days'], either Party may submit the dispute to mediation administered by [MEDIATION SERVICE: e.g., 'a mutually agreed mediator' OR 'the American Arbitration Association' OR 'JAMS']. The costs of mediation shall be shared equally by the Parties.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of [JURISDICTION: e.g., 'the State of Delaware, United States' OR 'England and Wales' OR 'the State of New South Wales, Australia'], without regard to its conflict of laws principles. The Parties acknowledge that the Contractor operates from the Philippines and agree that any legal proceedings shall be conducted [SELECT: 'in the courts of [CLIENT'S JURISDICTION]' OR 'through binding arbitration' OR 'via online dispute resolution platforms'].

 *Pro-Tip: Most international contracts favor the Client's jurisdiction—this is standard. The mediation clause protects both parties by encouraging resolution without expensive litigation. For disputes under \$10,000, online arbitration is often most practical.*

12. NON-SOLICITATION

[OPTIONAL - DELETE IF NOT APPLICABLE] During the Term and for a period of [PERIOD: typically '6 months' OR '1 year'] after termination, the Contractor agrees not to directly solicit or attempt to solicit business from the Client's customers, clients, or contacts that the Contractor became aware of solely through the performance of Services under this Agreement. This provision shall not prevent the Contractor from responding to general advertising or from working with contacts known prior to this Agreement.

13. GENERAL PROVISIONS

13.1 Entire Agreement. This Agreement, together with Exhibit A and any other exhibits or amendments, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements relating to the subject matter hereof.

13.2 Amendments. This Agreement may only be amended or modified by a written instrument signed by both Parties.

13.3 Waiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that Party's right to enforce such provision in the future.

13.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.5 Assignment. The Contractor may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the Client. The Client may assign this Agreement to a successor in interest or affiliate.

13.6 Notices. All notices under this Agreement shall be in writing and sent via email to the addresses listed in Section 1, with confirmation of delivery. Notice shall be deemed given upon confirmed receipt.

13.7 Counterparts. This Agreement may be executed in counterparts, including electronic signatures (e.g., DocuSign, HelloSign), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURES

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

CLIENT:

CONTRACTOR:

Signature

Signature

Name: **[CLIENT'S NAME]**

Title: **[TITLE, if applicable]**

Date: **[DATE]**

Name: **[YOUR NAME]**

Title: Independent Contractor / Virtual Assistant

Date: **[DATE]**


EXHIBIT A

SCOPE OF SERVICES

This Exhibit A is attached to and made part of the Independent Contractor Agreement dated [EFFECTIVE DATE] between [CLIENT NAME] ("Client") and [CONTRACTOR NAME] ("Contractor").

1. SERVICES TO BE PROVIDED

The Contractor shall provide the following services:

 *Pro-Tip: Be specific but not too narrow. List categories of work rather than every small task. This gives flexibility while setting clear expectations.*

- [PRIMARY SERVICE 1: e.g., 'Executive Assistance - Including email management, calendar coordination, and meeting scheduling']
- [PRIMARY SERVICE 2: e.g., 'Research & Data Entry - Market research, competitor analysis, CRM data management']
- [PRIMARY SERVICE 3: e.g., 'Travel Coordination - Flight booking, hotel reservations, itinerary preparation']
- [PRIMARY SERVICE 4: e.g., 'Social Media Management - Content scheduling, community engagement, analytics reporting']
- [ADD OR DELETE SERVICES AS NEEDED]

2. DELIVERABLES AND REPORTING

- Weekly progress reports submitted every [DAY: e.g., 'Friday'] via [METHOD: e.g., 'email' OR 'Slack' OR 'project management tool']
- Time tracking via [TOOL: e.g., 'Toggl' OR 'Clockify' OR 'Time Doctor' OR 'manual timesheet']
- [ADD SPECIFIC DELIVERABLES: e.g., 'Monthly analytics report by the 5th of each month']

3. TOOLS AND SYSTEMS ACCESS

The Client shall provide the Contractor with access to the following tools and systems:

- [TOOL 1: e.g., 'Google Workspace (Gmail, Calendar, Drive)']
- [TOOL 2: e.g., 'Slack workspace']
- [TOOL 3: e.g., 'Asana / Monday.com / ClickUp project management']
- [TOOL 4: e.g., 'HubSpot CRM']
- [ADD ADDITIONAL TOOLS AS NEEDED]

4. COMMUNICATION PROTOCOLS

- Primary communication channel: [CHANNEL: e.g., 'Slack' OR 'Email' OR 'Microsoft Teams']
- Response time expectation: [TIME: e.g., 'Within 4 business hours during agreed working hours' OR 'Within 24 hours']
- Regular check-in meetings: [FREQUENCY: e.g., 'Weekly 30-minute video call every Monday at 9 AM EST' OR 'Bi-weekly' OR 'As needed']

- Emergency contact method: **[METHOD: e.g., 'WhatsApp for urgent matters only']**

ACKNOWLEDGED AND AGREED:

CLIENT:

CONTRACTOR:


Signature / Date

Signature / Date

 **FINAL CHECKLIST - DELETE THIS PAGE BEFORE SIGNING**

Before signing this contract, verify the following:

- Replaced ALL blue placeholder text with your specific information
- Deleted all yellow warning boxes and green tip boxes
- Verified your legal name matches your government ID
- Confirmed payment rate, schedule, and method are correct
- Reviewed termination notice period (is it fair for both parties?)
- Checked the late payment clause protects you
- Reviewed AI and technology clause (are you comfortable with restrictions?)
- Verified confidentiality duration is reasonable
- Completed Exhibit A with specific services and deliverables
- Understood the governing law and dispute resolution process
- Considered having a lawyer review before signing (recommended for high-value contracts)
- Both parties have reviewed and agreed to all terms
- Saved a signed copy for your records

 *Pro-Tip: NEVER start work without a signed contract. If a client pressures you to 'just get started' before signing, that's a red flag. A legitimate client will understand the importance of proper documentation.*

Remember: Every successful VA started exactly where you are now.

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