Independent Contractor Project Agreement Draft

1. Parties

This Independent Contractor Project Agreement ("Agreement") is entered into as of [Date], by and between:

- **Client:** [Client Legal Name], with principal place of business at [Client Address]
- **Contractor:** [Contractor Legal Name], located at [Contractor Address]

2. Project Description

Contractor agrees to perform the following services ("Services") for Client:

[Detailed description of services and project scope]

3. Term

This Agreement shall commence on [Start Date] and terminate on [End Date], unless terminated earlier in accordance with this Agreement.

4. Compensation

Client agrees to pay Contractor as follows:

- [Payment amount or hourly rate]
- [Payment schedule and terms]
- [Reimbursement of expenses, if any]

5. Independent Contractor Status

Contractor is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, or joint venture between the parties.

6. Confidentiality

Contractor shall not disclose or use any confidential or proprietary information belonging to Client during or after the term of this Agreement without prior written consent.

7. Intellectual Property

All work product or deliverables created by Contractor in connection with the Services shall be the property of [Client/Contractor], as set forth below:

[Describe IP ownership or assignment terms here]

8. Termination

Either party may terminate this Agreement by providing [Notice Period] written notice. Client shall pay Contractor for all Services completed up to the date of termination.

9. Miscellaneous

- **Governing Law:** This Agreement will be governed by the laws of [Jurisdiction].

- **Entire Agreement:** This document constitutes the entire agreement between the parties.
- **Amendments:** Modifications must be in writing and signed by both parties.
- **Severability:** If any part of this Agreement is held invalid, the remainder will remain in effect.

_____

Client Signature

_____

Date

_____

Contractor Signature

_____

Date

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