

# Standard Independent Consultant Agreement

This Independent Consultant Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_  
(the "Effective Date"), by and between:

**Client:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Engagement

The Consultant is engaged as an independent contractor to perform the services described in Exhibit A (the "Services").

## 2. Term

The term of this Agreement shall begin on the Effective Date and continue until \_\_\_\_\_, unless terminated earlier pursuant to Section 6 below.

## 3. Compensation

The Client will compensate the Consultant as set forth in Exhibit B. Consultant is responsible for all taxes and withholdings.

## 4. Independent Contractor Status

Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Consultant is solely responsible for the method and manner of performing the Services.

## 5. Confidentiality

Consultant agrees to keep confidential all information received from the Client and not to disclose such information, except as required to perform the Services.

## 6. Termination

Either party may terminate this Agreement with \_\_\_\_ days written notice. Upon termination, Consultant shall be compensated for Services rendered up to the effective date of termination.

## 7. Governing Law

This Agreement shall be governed by the laws of the State/Province of \_\_\_\_\_.

## 8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings.

**Exhibit A “ Description of Services**

[Insert detailed description of services to be provided by Consultant.]

**Exhibit B “ Compensation**

[Insert payment terms, invoicing, applicable rates or fees.]

\_\_\_\_\_

Client Signature

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

Consultant Signature

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