Sample Independent Contractor Agreement

Warning: This document is a general template and should not be used directly without consulting a lawyer. The independent contractor agreement should be tailored to suit the specific nature of each project and the needs of the contracting parties.

1. Parties

This agreement is made on [contract date] between:

Client: [Client company/organization name] ("Client")

Contractor: [Contractor's name] ("Contractor")

2. Scope of Work

2.1 The Client agrees to engage and the Contractor agrees to provide the following services:

- [Specify details of contracted work 1]

- [Specify details of contracted work 2]

- [Specify details of contracted work 3]

2.2 The Contractor shall deliver the following deliverables:

- [Specify deliverable 1] by [due date]

- [Specify deliverable 2] by [due date]

3. Term of Agreement

3.1 This agreement is effective from [start date] and ends on [end date].

3.2 Renewal: [Specify renewal conditions, if any]

4. Compensation and Payment

4.1 Compensation: The Client agrees to pay the Contractor a fee of [amount] Baht.

4.2 Payment Schedule:

- [Specify payment schedule and conditions]

4.3 Expenses: [Specify expense reimbursement policy, if any]

5. Contractor Status

5.1 The Contractor is an independent contractor, not an employee, agent, or partner of the Client.

5.2 The Contractor shall be responsible for their own taxes and social security contributions.

5.3 The Contractor is not entitled to any benefits or privileges provided by the Client to its regular employees.

6. Duties and Responsibilities of the Contractor

6.1 The Contractor shall perform the services with due care and to the best of their abilities.

6.2 The Contractor shall comply with all relevant laws and regulations related to the performance of the work.

6.3 The Contractor shall report on the progress of the work to the Client periodically as agreed.

7. Equipment and Tools

The Contractor shall provide their own equipment and tools necessary for the performance of the work at their own expense, unless otherwise agreed.

8. Intellectual Property

8.1 All work products created by the Contractor during the performance of this agreement shall be the property of the Client.

8.2 The Contractor agrees to transfer all intellectual property rights arising from the work to the Client.

9. Confidentiality

9.1 The Contractor agrees to keep confidential all information received from the Client during the performance of the work.

9.2 This confidentiality obligation shall survive the termination of this agreement.

10. Non-Competition and Non-Solicitation

10.1 During this agreement and for [specify period] after its termination, the Contractor agrees not to:

- Engage in business competing with the Client

- Solicit the Client's customers or employees

11. Termination

11.1 The Client may terminate this agreement by giving the Contractor at least [number of days] days' written notice.

11.2 In case of material breach by either party, the other party has the right to terminate the agreement immediately.

12. Liability

The Contractor shall be liable to the Client for damages arising from the Contractor's negligence or willful misconduct in performing the work, but such liability shall be limited to [specify amount] Baht.

13. Insurance

The Contractor shall maintain all legally required insurance and any necessary insurance for the performance of the work.

14. Dispute Resolution

Any disputes arising from or in connection with this agreement shall be settled through negotiation. If an agreement cannot be reached, the case shall be brought before the court of competent jurisdiction.

15. Governing Law

This agreement is governed by and interpreted in accordance with Thai law.

16. Amendments

Any amendments to this agreement shall be effective only if made in writing and signed by both parties.

Both parties have read and understood the contents of this agreement in detail and have signed it as evidence.

Signed: _____ (Client)

Date: _____

Signed: _____ (Contractor)

Date: _____