

Independent Contractor Agreement

Entered into and between

XXXXX

(Hereinafter referred to as "the Company")

And

XXXXX

Independent Contractor's Personal Details:

First Name(s):

Surname:

Identity number:

Physical Address:

Postal Address:

Trading as:

(The contractor shall be responsible for advising the Company of any changes to his / her personal details as initially detailed hereunder)

(Hereinafter referred to as "the Contractor")

(Jointly referred to as the parties)

INDEPENDENT CONTRACTOR AGREEMENT

1 Commencement:

- 1.1 This contract will commence on **dd/mm/yyyy** and expires on **dd/mm/yyyy**.
- 1.2 This contract will commence on **dd/mm/yyyy** and expires when the services as outlined in this agreement have been completed – refer to section 2 below.
- 1.3 It is expressly understood and accepted that this is not an employment agreement and as such the Contractor will have no claim to Company benefits or employee considerations, including but not limited to profit sharing, pension, bonuses, etc.
- 1.4 Upon expiry of this contract it is understood that that the relationship between the parties has ended.

2 Description of services:

- 2.1 The route of this agreement is embedded in the following primary function to be completed by the Contractor: xxxxxxxxxxxxxxxxxxxx.
- 2.2 The Contractor agree to the following requirements being met in terms of this agreement:

Description of service:	Expected standard:	Due date / routine date:	Penalty if due date is exceeded.
1	•		
2	•		
3	•		
4	•		
5	•		
6	•		
7	•		
8	•		
9	•		
10	•		

(Above to be read in conjunction with the detailed project plan, Annexure A, if applicable)

- 2.3 It is agreed by both parties that the Contractor has full control on how these services will be performed subject to it meeting the standards required by the Company.
- 2.4 The contractor will provide feedback on progress in a format determined by the Company and at intervals as agreed to by the parties.
- 2.5 The Contractor warrants that he / she is not violating any other agreement by performing these services.
- 2.6 The Contractor agrees that services not meeting the standards required by the Company will be corrected.
- 2.7 The parties agree that the Contractor will have at least one opportunity to re-perform services, should any services not meet the standards required by the Company, within a specified time limit.
- 2.8 The Contractor warrants that no laws will be violated in performing any services.

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- 2.9 The Contractor guarantees that he / she is competent to carry out the services which he / she has undertaken in this contract. Any material misrepresentation shall lead to summary termination of this agreement.
- 2.10 The Contractor shall perform these services at the following address:
- _____

3 Payment:

- 3.1 The Contractor will be paid on the following basis:
- 3.1.1 Fixed amount upon completion:*
- 3.1.1.1 Upon completion of the services as specified in 2. above, the Company will pay the Contractor the sum of _____(N\$_____).
- 3.1.1.2 The Company agrees to pay the Contractor within _____ days of completion of the services in full **OR** in _____ equal monthly installments of _____(N\$_____), starting within _____days of completion of the services.

OR

- 3.1.2 Hourly / daily / monthly rate*
- 3.1.2.1 For performing of the services as specified in 2. above, the Company agrees to pay the Contractor the sum of _____(N\$_____) per hour / day / month.
- 3.1.2.2 The Company agrees to pay the Contractor within _____days of receipt of a timesheet declaring the total time worked, together with the Contractor's invoice.
- 3.1.2.3 The Contractor agrees that should he / she withhold their services for whatever reason, a principle of "no work, no pay" shall apply.

OR

- 3.1.3 Retainer*
- 3.1.3.1 The Company agrees to pay the Contractor for performing the services as in 2. above the sum of _____(N\$_____) as a retainer upon signing of this agreement.
- 3.1.3.2 The retainer as specified in 3.1.3.1 is a once-off payment

OR

- 3.1.4 The Company will pay the Contractor an additional monthly retainer of _____(N\$_____) on the first day of each month until the termination of this agreement.
- 3.1.4.1 In addition to the retainer as specified above, the Company will reimburse the Contractor for expenses incurred by the Contractor on behalf of the Company provided that a detailed statement with applicable receipts is presented to the Company.
- 3.1.4.2 The Company agrees to pay the Contractor expenses claimed within _____days of receipt of the expenses statement.

4 Assistants:

- 4.1 Should the Contractor employ assistants to perform the services as in 2 above, all provisions in this agreement including but not limited to confidentiality, ownership of works and indemnification shall be binding upon all assistants of the Contractor.
- 4.2 Remuneration for assistants to the Contractor to perform the services under this agreement must be paid by the Contractor.
- 4.3 The contractor guarantees that its assistants are managed and remunerated as per the minimum requirements prescribed in the Namibian Labour Act (2007) and any other relevant Act.

- 4.4 The Company agrees that all directives or instructions to assistants will be communicated through the Contractor.

5 Confidentiality:

- 5.1 The Contractor acknowledges that during the relationship with the Company, the Contractor may become familiar with its confidential information including commercial and technical secrets and / or the confidential information of clients of the Company.
- 5.2 The Contractor consequently agrees that during the period of performing services and subsequent thereto, the Contractor will not disclose to others or make use of directly or indirectly, any confidential information of the Company or confidential information of a client of the Company or of others who have disclosed it to the Company under conditions of confidentiality, unless for a purpose authorized by the Company. If there is any doubt about whether any disclosure or use is for an authorized purpose, the Contractor is to obtain a ruling in writing from the Company and is to abide by it.
- 5.3 The Contractor shall take reasonable security precautions to keep confidential all information deemed confidential and shall not make unauthorized copies. He / she further undertakes to notify the Company immediately upon discovery of any unauthorized use or disclosure of confidential material and shall assist the Company in regaining of such material and mitigating the loss to the Company there from.
- 5.4 For the purpose of this clause, confidential information will be deemed to extend to all confidential technical and commercial information, including, but not limited to the contents of reports, specifications, quotations, formulae, computer records, client lists, price schedules, customer lists, customers and the like.
- 5.5 The Contractor is required to deliver to the Company whenever required to do so, or in any event when terminating the relationship with the Company, all books of account, records, correspondence, notes, computer disks, and the like concerning or containing any reference to the business of the Company or the Company's clients.

6 Ownership of work:

- 6.1 Any documents or records or creations including but not limited to written instructions, drawings, photographs, computer programs, notes or memoranda relating to the business of the Company, which are made by the Contractor or which come into the Contractor's possession while he / she is engaged by the Company to perform services, shall be deemed the property of the Company and shall be surrendered to the Company on demand and, in any event, on the date of termination of this agreement The Contractor will not retain any copies thereof or any extracts there from.
- 6.2 The Contractor does hereby assign to the Company the total right, title and interest in and to any copyright in any existing or future works or part thereof of whatsoever nature that the Contractor, individually or jointly with any other person(s) has made or created or will make or will create during the course and scope of this agreement and the performing of services by the Contractor for the Company.

7 Obligations of the contractor:

- 7.1 The Contractor agrees to take full responsibility for declaration of income for tax purposes and for the payment thereof.
- 7.2 The Contractor will not be liable to the Company or its agents or employees for any claim, cost or fees arising from the services provided by this agreement, unless any such claims, costs or fees are judged by the appropriate court to be due to willful misconduct or gross negligence on the part of the Contractor or his agents.
- 7.3 The Contractor shall supply all equipment or tools or instruments needed to perform the services under this agreement.

8 Obligations of the company:

- 8.1 The Company acknowledges that timely completion of the services provided by the Contractor under this agreement, depends on the co-operation of the Company to comply with reasonable requests from the Contractor and the Company agrees to extend such co-operation.
- 8.2 Upon the death of a Contractor whilst under the terms of this agreement, the Company shall pay all monies due to the estate of the Contractor.

9 Notice of termination:

- 9.1 This contract will terminate as per 1 above with **NO** notice required. However, either party may terminate this contract in writing in the following instances:
 - 9.1.1 If either party is convicted of a criminal offence.
 - 9.1.2 Non-payment to the Contractor by the Company as agreed upon in this agreement and failure to remedy within 30 days from the date payment is due.
 - 9.1.3 Failure by the Contractor to meet deadlines for performance of services or failing to meet the standards required by the Company in the performing of services.
 - 9.1.4 Insolvency or bankruptcy of either party.
 - 9.1.5 Change of ownership of the business of either party.

10 General:

- 10.1 This agreement and any exhibit attached constitute the sole and entire agreement between the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.
- 10.2 No party may rely on any representation, which allegedly induced that party to enter into this agreement, unless the representation is recorded herein.
- 10.3 No agreement varying, adding to, deleting from or canceling this agreement and no waiver of any right under this agreement shall be effective unless it is:
 - 10.3.1 In writing;
 - 10.3.2 Agreed to by both parties;
 - 10.3.3 Signed by both parties.
- 10.4 Written notice by either party to the other may be given:
 - 10.4.1 In person, and such notice shall be deemed valid on the date of delivery in person.
 - 10.4.2 By registered mail, and such notice shall be deemed valid as of seven days of the proof of mailing date.
- 10.5 No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights hereafter as if such relaxation had not taken place.
- 10.6 No party may cede any of its rights or delegate or assign any of its obligations in terms of this agreement without the prior written consent of the other parties.
- 10.7 Unless inconsistent with the context, words signifying any one gender shall include the others, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.
- 10.8 Should any provision of this agreement be judged by an appropriate court of law as invalid, it shall not affect any of the remaining provisions whatsoever.
- 10.9 The parties agree that any dispute which may arise from this agreement will be referred to an impartial and lawful arbitration body whose decision will be binding upon both parties.
- 10.10 By signing below, the Contractor certifies under the penalty of perjury that the name and address given is the Contractor's legal name, address and identification number.

INDEPENDENT CONTRACTOR AGREEMENT

Signed at _____ on this _____ day of _____ 20____

SIGNATURE _____ (for and on behalf of the Company)

Full Names of agent/employee acting on behalf of the company and designation:

Name: _____ Designation: _____

WITNESS 1: _____ WITNESS 2: _____

SIGNATURE _____ (Contractor)

Contractor's Legal Name: _____

WITNESS 1: _____ WITNESS 2: _____
