

CONTRACTOR AGREEMENT TEMPLATE - AUSTRALIA

Location: _____ Date: _____

PARTIES

This Contractor Agreement (the "Agreement") is made between:

Principal Name: _____

ABN/ACN: _____

Address: _____

Contractor Name: _____

ABN/ACN: _____

Address: _____

RECITALS

WHEREAS, the Principal wishes to engage the Contractor to perform certain services as an independent contractor, and the Contractor agrees to provide such services under the terms and conditions set forth in this Agreement.

1. ENGAGEMENT AND SERVICES

The Principal hereby engages the Contractor, and the Contractor accepts the engagement, to perform the services described in Schedule A attached hereto (the "Services"). The Contractor shall perform the Services in a professional, timely, and workmanlike manner in accordance with industry standards.

2. TERM

This Agreement shall commence on execution and shall continue until the completion of the Services or termination as provided herein.

3. PAYMENT

The Principal shall pay the Contractor the fees set forth in Schedule B attached hereto. Payment shall be made within thirty (30) days of receipt of a valid invoice. The Contractor is responsible for all taxes arising from the fees paid.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor shall perform the Services as an independent contractor and not as an employee or agent of the Principal. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

5. CONFIDENTIALITY

The Contractor agrees to keep confidential and not disclose any proprietary, confidential, or trade secret information received from the Principal during the term of this Agreement and thereafter, except as required by law.

6. INTELLECTUAL PROPERTY

All materials, inventions, designs, developments, and works of authorship created by the Contractor in performing the Services shall be the sole and exclusive property of the Principal. The Contractor hereby assigns all rights, title, and interest in such works to the Principal.

7. WARRANTIES AND REPRESENTATIONS

The Contractor represents and warrants that it has the right to enter into this Agreement and perform the Services, that the Services will be performed in a professional and workmanlike manner, and that the Services do not infringe any third party intellectual property rights.

8. INDEMNITY

The Contractor agrees to indemnify, defend, and hold harmless the Principal and its officers, directors, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses arising out of or resulting from the performance of the Services or breach of this Agreement by the Contractor.

9. INSURANCE

The Contractor shall maintain at its own expense all insurance coverage required by law and appropriate for the Services performed, including but not limited to workers' compensation, public liability, and professional indemnity insurance.

10. TERMINATION

Either party may terminate this Agreement by providing written notice to the other party. Upon termination, the Contractor shall cease all Services and deliver to the Principal all work in progress and completed works. The Principal shall pay for Services performed up to the date of termination.

11. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter amicably through negotiation. If unresolved, the parties agree to submit the dispute to mediation before pursuing any other legal remedies.

12. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Australia. The parties submit to the exclusive jurisdiction of the courts of the relevant state or territory.

13. ENTIRE AGREEMENT

This Agreement, including all Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

14. AMENDMENTS

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

15. SEVERABILITY

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

16. NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by registered mail, or by email to the addresses specified above or as otherwise notified in writing.

PRINCIPAL'S SIGNATURE

CONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

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