

# **Contract for Services (Self-Employed Worker)**

#### **IDENTIFICATION OF THE PARTIES**

- PREAMBLE
- OBJECT
  - Services
  - Deadline for Providing the Services

# CONSIDERATION

- o Price of the Services
- Performance Bonus
- o Expenses Incurred
- o Physical or Electronic Invoicing Address
- o Terms and Conditions of Payment

### SPECIFIC PROVISIONS

- o Representatives of the Parties
- Electronic Communications
- Obligations of the Client
- o Obligations of the Self-Employed Worker
- Intellectual Property
  - Definitions
  - Respect of Third Party Intellectual Property (By the Self-Employed Worker)
  - Respect of Third Party Intellectual Property (By the Client)
  - Information Elements Provided by the Client
  - Employees, Suppliers, Associates and Subcontractors of the Self-Employed Worker
  - Background Technology Developed by the Self-Employed Worker
  - Background Technology Developed by a Third Party
  - Content Designed by the Self-Employed Worker
  - Self-Employed Worker's Residual Rights
  - References to Intellectual Property Rights and Credits
  - Protection of Intellectual Property Rights Vested in the Client
- o Confidentiality and Non-Disclosure Undertaking
- Exclusivity of the Self-Employed Worker's Services
- Reciprocal Undertaking Not to Solicit Personnel
- Useful Information
- Performance Methods



- o Relationship Between the Parties
- Subcontracting
- o Verification, Testing and Approval Process
- Modifications Requested During the Course of the Agreement
- o Additional Services
- Representations and Warranties of the Self-Employed Worker
- Training Provided by the Self-Employed Worker
- Limitation of Warranty
- Limitation of Liability
- o Security Deposit
- o Interests
- Change of Tax Rates or New Taxes
- o Collection Costs
- Suspension of Services in the Event of Failure to Pay
- Termination of the Agreement (by the Client)
- Termination of the Agreement (by the Self-Employed Worker)
- No Intermediary
- o Professional Fees Relating to this Agreement
- o Interests

## GENERAL PROVISIONS

- "Force majeure"
- Severability
- o Notices
- o Headings
- o Schedules
- o No Waiver
- o Cumulative Rights
- o Entire Agreement
- o Amendments
- o Number and Gender
- o No Right to Transfer
- o Calculating Time Periods
- Currency
- Governing Law
- o Election of Domicile
- Counterparts
- o Successors
- o Joint and Several Liability
- o Elapsed Time
- o Language
- EFFECTIVE DATE
- TERMINATION
- ACKNOWLEDGEMENT BY THE PARTIES
- SIGNATURES OF THE PARTIES
- SCHEDULE: SPECIFICATIONS