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INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Independent Contractor Services Agreement (the "Agreement") is made as of the date of the last signature below (the "Effective Date") between **[CLIENT LEGAL NAME]**, a [state and entity type] ("Client"), and **FOP CAT LLC**, a North Carolina limited liability company doing business as devdev ("Contractor"). Client and Contractor are each a "Party" and together the "Parties."

Client wishes to engage Contractor to provide the services described below, and Contractor agrees to provide them, on the terms of this Agreement.

1. **Documents and Order of Precedence.** The "Services" are described in **Exhibit A** (commercial terms and the responsibilities schedule) and in the Statement of Work attached as **Attachment A-1** (the "SOW"). If these documents conflict, this Agreement controls, then Exhibit A, then the SOW.
2. **Term.** Contractor will begin the Services on [start date] and the engagement will end on [end date] (the "Term"), unless ended earlier under Section 13. The Term may be extended only by a written amendment signed by both Parties.
3. **Fees and Payment.**
   a. **Fees.** Client will pay Contractor the hourly rate and any minimum set out in Exhibit A, up to the maximum fee stated there. Contractor will tell Client in writing when invoiced fees reach eighty percent (80%) of the maximum fee. Contractor is not required to work beyond the maximum fee unless the Parties amend it in writing.
   b. **Invoices.** Contractor will invoice monthly in arrears, itemizing hours by date and task. Client will pay undisputed amounts within thirty (30) days after receiving an invoice.
   c. **Disputes.** Client will tell Contractor in writing within fifteen (15) days after receiving an invoice if it disputes any amount in good faith, and will pay the undisputed part on time. The Parties will work promptly to resolve the dispute.
   d. **Late payment.** Undisputed amounts unpaid after the due date accrue interest at the lesser of one percent (1%) per month or the maximum rate allowed by law. If an undisputed invoice is more than fourteen (14) days overdue, Contractor may suspend the Services on written notice until it is paid. Time spent after suspension begins is not owed.
   e. **Expenses and taxes.** No expenses are reimbursable unless Client approves them in writing in advance. Client is responsible for sales, use and similar transaction taxes that apply to the Services, but not for Contractor's income taxes.

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4. **Client Responsibilities, Access and Equipment.**

   a. **Access and information.** Client will provide the accounts, network access, permissions, information and decisions that Contractor needs to perform the Services, by the dates in the Responsibilities Schedule in Exhibit A (Schedule 1). Access will follow least privilege: only what the assigned work needs, through Client-controlled accounts with multi-factor authentication.

   b. **Delay.** If Client is late with an item in Schedule 1, the dates for the affected Services move by the same number of days. Time Contractor spends waiting for access, approvals or information is billable at the hourly rate and counts toward any minimum in Exhibit A, provided Contractor gives Client reasonable notice of the delay.

   c. **Contractor's equipment.** Contractor will use its own computer and software, at its own cost, kept patched and protected with disk encryption. Client may require Contractor to use Client-issued equipment only by written agreement. If it does, Client will deliver the equipment by the date in Schedule 1 at its own cost, is responsible for shipping, customs, duties and taxes, and bears the risk of loss or damage in transit. Section 5(b) does not apply to equipment in transit or held by customs.

   d. **Client systems and decisions.** Client owns its systems, data and production change approvals. Contractor proposes and implements changes under Client's change-management process. Contractor is not responsible for the results of a recommendation that Client declines or changes.

   e. **Credentials and security.** Contractor will follow Client's written security and acceptable-use policies, provided in advance, and will not hold Client credentials outside Client-managed systems. Each Party will tell the other promptly, and Contractor within one (1) business day of discovery, of a suspected security incident involving Client systems or data.

   f. **Offboarding.** Client will revoke Contractor's access within two (2) business days after the engagement ends. On Client's written request, or at the end of the engagement, Contractor will return or securely delete Client's Confidential Information within ten (10) business days, except copies it must keep by law or in routine backups.

5. **Contractor's Obligations.**

   a. **Standard of performance.** Contractor will perform the Services in a professional and workmanlike manner, consistent with prevailing industry standards, and in line with the scope in Exhibit A and the SOW.

   b. **Limited warranty.** If Client reports in writing within thirty (30) days after delivery that a deliverable does not meet the standard in 6(a), Contractor will correct it at no charge. This is Client's sole remedy for that failure. Except as stated in this Agreement, Contractor makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. Contractor does not guarantee particular outcomes such

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as uptime, performance or cost savings, which also depend on third-party services and on Client's decisions.

c. **Key personnel and substitution.** The key personnel are [name(s)]. Contractor may replace key personnel with people of comparable skill on reasonable notice. Client may object to a replacement for a reasonable, stated reason.

d. **Subcontractors.** Contractor may use subcontractors with Client's prior consent, which Client will not unreasonably withhold. Each subcontractor must be bound in writing by confidentiality and intellectual property terms at least as protective as this Agreement, and Contractor remains responsible for their work.

e. **Compliance.** Contractor will comply with the laws that apply to its business and its performance of the Services, including equal-opportunity and non-discrimination laws.

6. **Intellectual Property.**

a. **Client Materials.** Client keeps all rights in its data, systems, code, documents and other materials ("Client Materials"). Client grants Contractor a limited right to use them only to perform the Services.

b. **Deliverables.** The custom work product that Contractor creates specifically for Client under the SOW ("Deliverables") is owned by Client. Ownership transfers to Client when Client has paid the fees for that work. Until then Client has a license to use the Deliverables for its internal business purposes. Contractor will give Client reasonable help to record or perfect that ownership.

c. **Contractor Materials.** Contractor keeps all rights in its pre-existing and general-purpose tools, templates, scripts, libraries, methods and know-how, and in improvements to them that do not contain Client's Confidential Information ("Contractor Materials"). To the extent a Deliverable includes Contractor Materials, Contractor grants Client a perpetual, worldwide, non-exclusive, royalty-free license to use them as part of that Deliverable.

d. **Open source and third-party materials.** Open-source and third-party components stay under their own licenses, which Contractor will identify when it includes them in a Deliverable.

e. **Credit.** Unless Client opts out in writing, Contractor may name Client and show its logo in a list of clients. Contractor will publish a case study only with Client's written approval.

7. **Confidentiality.**

a. **Confidential Information** means non-public information that one Party (the "Discloser") gives the other (the "Recipient") or the Recipient creates for the Discloser in connection with this Agreement, and that is marked confidential or would reasonably be understood to be confidential. It includes technical, security, business and financial information, source code, credentials and system architecture.

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b. **Obligations.** The Recipient will use Confidential Information only to perform or receive the Services, protect it with at least reasonable care, and share it only with its personnel and subcontractors who need to know it and are bound by confidentiality obligations. These obligations last during the Term and for [three (3)] years after, and for trade secrets for as long as they remain trade secrets.

c. **Exclusions.** Confidential Information does not include information that (i) is or becomes public other than by the Recipient's breach; (ii) the Recipient already knew without a duty of confidentiality; (iii) a third party lawfully gave the Recipient without restriction; or (iv) the Recipient developed independently without using the Discloser's information.

d. **Required disclosure.** The Recipient may disclose Confidential Information when a law, regulation or court order requires it, after giving the Discloser prompt notice where the law allows so the Discloser can seek protection.

e. **Separate NDA.** If the Parties have signed a separate non-disclosure agreement, it applies to information shared before this Agreement and this Section applies to information shared under it.

8. **Data Protection.** Contractor will access personal data only as needed for the Services. If the Services involve processing personal data for Client, the Parties will sign a data processing addendum before that processing starts.

9. **Indemnification.**

a. **By Contractor.** Contractor will defend and indemnify Client, and its officers, directors and employees, against third-party claims, and the resulting damages and reasonable costs, to the extent they arise from (i) a claim that a Deliverable, other than Client Materials or Client's modifications, infringes a third party's intellectual property rights; (ii) Contractor's gross negligence or willful misconduct; or (iii) bodily injury or damage to tangible property caused by Contractor's negligence.

b. **By Client.** Client will defend and indemnify Contractor, and its members, managers, employees and subcontractors, against third-party claims, and the resulting damages and reasonable costs, to the extent they arise from (i) Client Materials, or Contractor's use of them as permitted by this Agreement; (ii) Client's instructions, decisions or systems; (iii) Client's use of a Deliverable in breach of this Agreement; or (iv) Client's gross negligence or willful misconduct.

c. **Procedure.** The indemnified Party will give prompt written notice of the claim, let the indemnifying Party control the defense and settlement, and cooperate at the indemnifying Party's cost. The indemnifying Party will not settle a claim in a way that admits fault by the indemnified Party or imposes a non-monetary obligation on it without its written consent, which it will not unreasonably withhold.

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10. **Limitation of Liability.** To the fullest extent the law allows: (a) neither Party is liable to the other for indirect, incidental, consequential, special, exemplary or punitive damages, or for lost profits, revenue or data, however caused; and (b) each Party's total liability under this Agreement is limited to the fees paid or payable for the six (6) months before the event giving rise to the claim [or: $amount]. These limits do not apply to a Party's indemnity obligations under 10(a)(i) and 10(b)(i), breach of Section 8, gross negligence or willful misconduct, or Client's obligation to pay fees.
11. **Insurance.** During the Term Contractor will maintain, at its own cost: commercial general liability insurance of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; professional liability (errors and omissions) insurance of not less than $1,000,000 per claim and $2,000,000 in the aggregate; workers' compensation insurance where required by law; [and umbrella or excess liability insurance of not less than $amount]. Contractor will give Client a certificate of insurance on request and, where the policy allows, will name Client as an additional insured at Client's request. Client is responsible for insuring its own systems and data.
12. **Termination.**
    a. **For convenience.** Either Party may end this Agreement at any time by giving the other thirty (30) days' written notice.
    b. **For breach.** Either Party may end this Agreement on written notice if the other materially breaches it and does not cure the breach within fifteen (15) days after written notice describing it. Either Party may end it immediately on written notice if the other becomes insolvent or files for bankruptcy.
    c. **Effect.** On termination Client will pay for hours performed through the termination date and for any non-cancellable costs Client approved in advance. The minimum utilization in Exhibit A does not apply after a notice of termination is given. At Client's request, Contractor will provide reasonable transition help at the hourly rate. Sections 3 (for amounts owed), 4(f), 7, 8, 10, 11, 15 and 18 survive termination.
13. **Independent Contractor.** Contractor is an independent contractor. It controls how, when and where it performs the Services, subject to the schedule, cadence and security requirements in the SOW and this Agreement. Nothing in this Agreement creates an employment, agency, partnership or joint-venture relationship. Contractor is responsible for its own personnel, taxes and benefits, and its personnel are not Client's employees.
14. **Non-Solicitation** [optional]. During the Term and for [twelve (12)] months after, neither Party will directly solicit for employment the other's personnel who worked on the engagement. General job postings that are not aimed at them do not breach this Section. [If Client hires such a person within that period, Client will pay Contractor a placement fee of $amount.]

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15. **Notices.** Notices must be in writing and delivered by hand, by private overnight courier, by certified mail, or by email with confirmation of delivery, to the address below or another address a Party designates by notice.

Client:	[notice contact, address, email]
Contractor:	FOP CAT LLC, Attn: [name], 500 Westover Dr, Unit 35460, Sanford, NC 27330; [email]

16. **Force Majeure.** Neither Party is in default for a delay or failure caused by events beyond its reasonable control, including war, terrorism, natural disaster, epidemic, labor disputes, or failure of utilities, internet or third-party cloud services. Payment obligations for work already performed continue.
17. **Governing Law and Disputes.** This Agreement is governed by the laws of the State of [state], without regard to its conflict-of-laws rules. The Parties will first try to resolve a dispute by good-faith discussion between senior representatives for thirty (30) days. If that fails, the exclusive venue is the state and federal courts in [county, state]. Either Party may seek urgent injunctive relief to protect its Confidential Information or intellectual property.
18. **General.** Neither Party may assign this Agreement without the other's written consent, except to a successor in a merger or sale of substantially all of its assets that is not a competitor of the other Party, on written notice. This Agreement, with its exhibits and the SOW, is the entire agreement of the Parties on its subject and replaces earlier discussions. It may be changed only in a writing signed by both Parties. A waiver is effective only if written. If a provision is unenforceable, the rest remains in effect. This Agreement may be signed in counterparts and by electronic signature, each of which is an original.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date of the last signature below.

CONTRACTOR
FOP CAT LLC, a North Carolina limited liability company
By:

_____

Name: [name]
Title: Managing Member
Date: _____

[CLIENT LEGAL NAME]
By:

_____

Name: _____
Title: _____
Date: _____

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EXHIBIT A

Scope of Services and Commercial Terms

1. Contractor.

FOP CAT LLC, a North Carolina limited liability company doing business as devdev. Key personnel: [name]. Mailing and invoice address: 500 Westover Dr, Unit 35460, Sanford, NC 27330.

2. Services.

Contractor will provide DevOps, cloud, software development and related services, as further described in the SOW (Attachment A-1).

3. Compensation.

a. **Rate.** Client will pay $[hourly rate] per hour for Services performed, per the rate card published at devdev.fi/pricing. The planned level of effort is [forty (40)] hours per week, or [1,040] hours over the Term.

b. **Minimum utilization.** Client will schedule Contractor for not less than eighty percent (80%) of the planned level of effort ([32] hours per week, [832] hours over the Term). If Client does not schedule the minimum in a calendar month, Contractor may invoice the difference between the hours performed and the monthly minimum. This minimum does not apply after notice of termination is given.

c. **Maximum fee.** Total compensation for the Term will not exceed $[maximum fee] ([hours] hours at $[hourly rate] per hour). No travel or other expenses are reimbursable unless approved in writing in advance.

d. **Invoicing.** Contractor invoices monthly in arrears, itemizing hours by date and task. Client pays undisputed invoices within thirty (30) days.

4. Renewal and Renegotiation.

This fee covers the initial [six (6)] month Term only. At the end of the Term the Parties may renegotiate the rate, scope, level of effort and maximum fee, and may extend the Term by written amendment.

5. Place of Performance.

All Services are performed remotely over the internet. Contractor is not required to travel or to be physically present at a Client site. Before granting access, Client will tell Contractor in writing of any system, data or technology that is subject to U.S. export controls or to other restrictions that would limit access from Contractor's location, so that the Parties can agree an access method or exclude that work.

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6. Equipment and Systems.

Contractor uses its own computer and software. Client provides the accounts, network access and environments described in Schedule 1. Section 4(c) of the Agreement applies if Client requires Client-issued equipment.

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Schedule 1: Responsibilities Schedule

Who provides what, and when. "Days" are business days after the Effective Date unless stated. Bracketed numbers are placeholders. If Client is late with an item, the affected dates move by the same number of days, and waiting time is billable (Section 4(b) of the Agreement).

#	Item	Provided by	When
1	Named Technical Lead and escalation contact	Client	Before the start date
2	Written notice of any export-controlled or restricted systems or data	Client	Before any access is granted
3	Client security and acceptable-use policies that apply to Contractor	Client	Before the start date
4	Contractor's computer, operating system and standard software, patched and disk-encrypted	Contractor	Before the start date, at Contractor's cost
5	Client identity or email account and multi-factor authentication enrollment	Client	Within [3] days
6	VPN or virtual desktop access, if Client uses one	Client	Within [3] days
7	Source repositories, issue tracker and documentation workspace	Client	Within [3] days
8	Cloud and infrastructure environments with least-privilege roles (non-production first; production as the Technical Lead approves)	Client	Within [5] days
9	Client-issued equipment, only if Client requires it	Client	Delivered within [5] days, shipped at Client's cost
10	Production change approvals	Client	Within [2] days of a request (urgent: same day)
11	Weekly written status and weekly check-in call	Contractor	Weekly
12	Monthly invoice, itemized by date and task	Contractor	By the [5th] business day of each month
13	Payment of undisputed invoices	Client	Within 30 days of receipt
14	Revocation of Contractor's access	Client	Within 2 days after the engagement ends
15	Return or secure deletion of Client Confidential Information	Contractor	Within 10 days after Client's request or the end of the engagement

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NOTES ON THIS SAMPLE

This page is part of the published sample. It is not a contract term.

- **What it is.** A generic structure for a time-based engagement: an agreement, commercial terms and a responsibilities schedule, and a statement of work. Names, dates, rates and amounts are placeholders. Options are marked in brackets.
- **Mutual by design.** Indemnity, confidentiality, termination (30 days' notice) and the limitation of liability apply to both Parties.
- **What protects each side.** The client gets a defined standard of work, a 30-day correction period, a fee cap with an early warning, ownership of its deliverables on payment, insurance, and a security and offboarding process. The contractor gets payment terms with a suspension right, a liability cap, retained rights in its tools, billable waiting time, and clear client responsibilities for access, approvals and information.
- **Computer access.** Schedule 1 and Section 4 set out who provides which accounts, equipment and approvals, and by when. The statement of work adds the working cadence and deliverables.
- **Before use.** Each engagement is reviewed individually, and these samples should be reviewed by counsel in the relevant jurisdiction.

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