**FREELANCER CONTRACT**

This FREELANCER CONTRACT, herein referred to as the “Agreement,” is made and entered into on the [NTH] day of [MONTH], [YEAR], by and between:

1. [SPECIFY THE NAME OF THE COMPANY] (“Company”), a [SPECIFY TYPE OF COMPANY] company engaged in the business of [SPECIFY BUSINESS ENGAGEMENT] with legal business address at [SPECIFY THE COMPLETE ADDRESS OF THE COMPANY].

2. [SPECIFY THE NAME OF THE FREELANCER] (“Freelancer”), an independent contractor engaged in the business of creating designs for any client, and whose legal residential address is at [SPECIFY THE COMPLETE ADDRESS OF THE FREELANCER].

DATE

[SPECIFY DATE EFFECTIVE]

BACKGROUND

1. Company is in need of a designer for [SPECIFIC PURPOSES] and has expressed interest in commissioning Freelancer for the performance of certain duties in line with the aforementioned purposes.

2. Freelancer acknowledges and agrees to perform such duties for Company under the terms and conditions of this Contract.

CONTRACT

1. PURPOSE

This Contract is made by and between Company and Freelancer for the following purposes:

1.1. [SPECIFY PURPOSE]

1.2. [ADD MORE AS NEEDED]

2. WORK MATTERS

2.1. Freelancer shall create and accomplish project materials and all other instructed work by Company, as per the purposes of this Contract.

2.2. Freelancer shall be given deadlines for each instructed item. Such deadlines must be met strictly by Freelancer. Late submissions shall be subject to deductions on Company’s payment to Freelancer.

2.3. Freelancer will participate with Company in editing and moreover reviewing the work prior to its launch.

2.4. Once the work is confirmed, Freelancer accepts responsibility for any other modes of procedure required to accomplish in which this work is used. Company is not liable for mistakes that may happen in the work or projects which are related to this work upon accepting the work by the Freelancer.

3. TERM AND TERMINATION

3.1. This Contract shall commence on [SPECIFY DATE] and shall terminate automatically upon Freelancer’s completion of all designated workloads as per this Contract.

3.2. Either the Company or the Freelancer may terminate this Contract at any time if, for any reason. In case of such premature termination, the party wishing to terminate shall furnish a signed copy of its notification to terminate [SPECIFY NUMBER] days prior to its preferred termination date.

3.3. All outstanding reasonable dues payable to the Freelancer by the Company shall be paid [SPECIFY NUMBER] days thereafter the termination of this Contract.

3.4. In case of cancellation, Freelancer shall maintain ownership of all copyrighted and original work.

3.5. [ADD MORE TERMS AS NEEDED]

4. CONSIDERATION

In exchange for Freelancer’s services, Company shall pay Freelancer a total of [SPECIFY TOTAL AMOUNT], payable according to the following schedule: [SPECIFY PAYMENT SCHEDULE]. Should Company request major changes on any of Freelancer’s works, Freelancer is entitled to a change fee of [SPECIFY AMOUNT] payable prior to Freelancer’s performance of the change order.

5. INDEMNIFICATION

Each Party indemnifies the other from any and all forms of claims, damages, losses, and liabilities which may arise from its performance or non-performance of its obligations under this Contract.

6. NO INSURANCE

Freelancer shall be responsible for insurance coverage in its performance of duties for Company under this Contract.

7. LIMITATION OF LIABILITY

The Company agrees that the Freelancer will not be responsible for any consequential or incidental damages that result from the Freelancer’s performance of this commission (including, but not limited to, failure to perform in a timely manner), despite in cases that the failure was due to negligent or intentional.

8. CONFIDENTIALITY

8.1. In its course of providing freelance services to Company, Freelancer shall be privy to proprietary information regarding and relating to Company, which includes but is not limited to [SPECIFY PROPRIETARY INFORMATION OF THE COMPANY E.G. PRODUCTS, SERVICES, MARKETING STRATEGIES, PENDING PROJECTS OR PROPOSALS, and OTHERS]. Thus, Freelancer agrees to ensure and secure the confidentiality of such proprietary information.

8.2. Freelancer, at any time including thereafter the conclusion of this Contract shall have no right to divulge, distribute or use such information in any manner whatsoever.

8.3. Freelancer shall maintain the right to exhibit and present materials and final work created for Company on Freelancer’s website [SPECIFY WEBSITE], except when strict confidentiality is requested by the Company prior to the creation of this contract and for purposes that shall contradict the terms of this Contract.

9. CONTROL

Freelancer maintains the exclusive and sole rights to control or direct the manner or means by which the work and services as stipulated herewith are to be executed. The Company maintains only the right to control the ends by providing [SPECIFY MAIN TASK] direction and general instructions in making sure that there is conformity with the terms and conditions of the designated assignment and/or task.

10. RELATIONSHIP OF PARTIES

The Freelancer is an independent contractor. This Contract does not generate any employment, agency, joint venture, joint employment or partnership between [SPECIFY THE NAME OF THE COMPANY] and [SPECIFY THE NAME OF THE FREELANCER]. Neither party will have the right, power, or authority to act for the other in any manner whatsoever.

11. TAXES

Freelancer is liable for any and all income and other tax liabilities arising from any payments as stipulated herein.

12. ASSIGNMENT

This Contract may not be assigned by the Freelancer without the written consent of the Company. Freelancer’s use of agent or subcontractors must be approved in advance by the Company and must be done in writing.

13. NOTICES

Any notices in compliance to this Contract shall be sent by [SPECIFY THE MODE OF MAILING TO BE USED] to the address as mentioned above, or to such other addresses as either of the party may designate and require to the other and most importantly, be done in writing. Delivery of any notice will be considered to be effective [SPECIFY THE NUMBER OF DAYS] days after mailing, or on the date of personal delivery, if required.

14. CHANGES

Any changes either verbal or written made by the Company to the area of the work following its commencement by the Freelancer are subject to additional charges. The Freelancer accepts the responsibility for payment of the completed work and all services related to it, as additional to charges for the change itself should such changes invalidate any part of the work already completed at the time of the change.

15. INTEGRATION

This Contract together with [SPECIFY THE ATTACHED EXHIBITS AND/OR OTHER ATTACHMENTS, AS APPLICABLE] supersedes any and all other past Contracts, either oral or written, and contains the entire Contract of the parties.

16. SETTLEMENT OF DISPUTES, GOVERNING LAW & ARBITRATION

1. Any dispute and/or difference arising out of, or relating to this agreement including interpretation of its terms will be resolved through joint discussion by the authorized representatives of both the parties. Moreover, if the disputes are not resolved by discussion then the matter will be referred for adjudication to the Arbitration of a Sole arbitrator.
2. This Agreement shall be governed by the laws of India. The Courts in Mumbai (City Name) shall have exclusive jurisdiction over the subject matter of this Agreement.
3. In the event of any dispute or differences arising out of or in connection with this agreement, the parties hereto, agree to resolve their dispute by a sole arbitrator chosen by the parties in fast track procedure under the provision of Sec29B of Arbitration and Conciliation act of 1996. The award under this section shall be made within a period of 6 months from the date of commencement of the arbitral tribunal proceedings.
4. The arbitration proceedings shall be conducted in English. The place of Arbitration shall be Mumbai (City Name). The award passed in the arbitration proceedings shall be final and binding on both the parties.
5. The cost of arbitration proceedings shall be equally borne by both the parties.
6. Each party shall individually bear the fees of their respective Advocate/Counsel for the proceedings.

17. ACCEPTANCE OF TERMS

The Company hereby promises to pay for the services executed and provided by Freelancer for the work accomplished as agreed by the contracting parties.

I, [SPECIFY THE NAME OF THE COMPANY REPRESENTATIVE], declare that I am a person employed by [SPECIFY THE NAME OF THE COMPANY], and that I have the rights and authority to promise and fulfill payment for the services executed and performed by the Freelancer for the abovementioned work. I hereby acknowledge that I have read, understood and agree to the covenants and conditions of this Contract.

[INSERT SIGNATURE]

[SPECIFY THE NAME OF THE FREELANCER]

[SPECIFY TITLE OR POSITION]

[SPECIFY THE COMPLETE AND FULL ADDRESS OF THE FREELANCER]

[SPECIFY DATE SIGNED]

[INSERT SIGNATURE]

[SPECIFY THE NAME OF THE COMPANY REPRESENTATIVE]

[SPECIFY TITLE OR POSITION]

[SPECIFY THE COMPANY NAME]

[SPECIFY DATE SIGNED]