

FREELANCE CONTRACT AGREEMENT: MODEL AND MAIN CLAUSES

Freelance contracts are rapidly expanding across the world. Many companies are choosing to create a workforce based on what works for them, rather than the traditional model of employment. In this respect, freelancers have been a growing segment of the workforce, with many businesses choosing to create a team based on multiple different working relationships: employees and freelancers alike.

Due to this new form of work organization, more and more companies need to have a freelance contract model. A Freelance Contract -also known as Independent Contractor Agreement -, once fully executed with signatures from the client and freelancer, is a legally binding document. This document is an agreement between the Freelancer and the employer on the terms of the work and deliverables.

Many freelance working relationships go without any document signed. However, without having a contract the employer open yourself up to potential misunderstandings that can have far more costly consequences than the time and money spend setting up a Freelance Contract. In fact, the simple act of signing a contract agreement often makes a person (the Freelancer) feel more accountable to fulfill his/her obligations.

A Freelance Contract clearly and specifically outlines exactly what the working relationship entails and the services that are expected from the freelancer, and it does it in a legally binding manner.

Below we are going to describe the most important clauses that [Freelance Contract and Agreement](#) must include to provide legal security to the parties involved.

PREAMBLE

Every Freelance Contract should start with an introductory paragraph. This section should describe the parties (the employer and the freelancer) that enter into the agreement. It should state the full names of each Party, the date that the parties enter into the Freelance Contract, and the physical address of each party.

DESCRIPTION OF SERVICES

After the preamble, there should be a section about the services. This is usually one of the most important parts of a Freelance Contract. This section is where the services (Scope of Work) are described in detail. In addition, it should list the duration of the services and the timeline of works or milestones. The purpose of this section is to clearly state the expectations of both parties. The more detail included, the fewer potential misunderstandings that could occur.

COMPENSATION

After the preamble and the description of services a section on compensation should be included. This clause should state whether the freelancer is paid a flat fee or an hourly rate. It should also include information on how and when payments will be sent, whether invoices must be submitted and those invoices will be submitted. Sometimes, Freelance Contracts include additional compensation on bonuses, in order to incentivize the work of the freelancer.

CONFIDENTIALITY

The confidentiality clause of the independent agreement states the terms under which the freelancer is to keep the client's company information confidential. This could include industry and company secrets, trademarks, and business strategies depending on the language of this section. This section is crucial to keeping the business information private.

INTELLECTUAL PROPERTY RIGHTS

This clause describes the ownership of intellectual property such as the copyrights of products or inventions created during the working relationship. If the employer wants to own the work created by the freelancer, the contract should explicitly state that.

TERMINATION

The Freelance Contract should include terms that will specify when and how the employer can terminate the contract. Typical scenarios include missed deadlines and work not meeting specifications. This clause may also include an option to terminate without cause, for example, if the company's situation or needs change, the employer want to discontinue the work before completion. Notice requirements are also usually included in the contracts The notice requirement specifies the number of days required before terminating the contract.

ADDITIONAL TERMS

This last part of the contract includes standard clauses applicable to other contracts of a more general nature, such as, for example, the [Service Provider Contract](#) or the [Business Consultant Contract](#). This section is basically a legal section. The key components are about the choice of law / dispute resolution. There's usually a paragraph that states that the agreement represents the entire agreement between the parties and no oral promises are part of the contract unless specifically included herein. The Choice of Law/Dispute Resolution clause outlines the country/state/province in which the jurisdiction will govern and enforce the agreement and also outlines procedures in the case of legal action. In some cases, companies may choose to state that arbitration or mediation is the first required step before legal action is taken.

SIGNATURES

Finally, authorized signers for each party (company and freelance) must sign, date, and list their titles to fully execute the legal contract. Without completing this section, the Freelance Contract and Agreement is not a legally binding document. That means the contract could not be legally enforced. E-signatures are acceptable, but simply emailing the freelancer a copy of the Freelance contract agreement is not enough. The employer must have the freelancer sign (or e-sign) the agreement.

In conclusion, Freelance Contracts legally and clearly define the working relationship between an employer and a freelancer. This type of contracts should be carefully reviewed before presenting to the freelancer.

To obtain the Freelance Contract model ready to use in Word Format click here:



[FREELANCE CONTRACT AND AGREEMENT](https://www.globalnegotiator.com/en/business-contracts)

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MODEL CONTRACTS

INTERNATIONAL CONTRACTS (ENGLISH, SPANISH, FRENCH, GERMAN & PORTUGUESE)

- International Sale Contract
- International Distribution Contract
- International Commercial Agency Contract
- International Sales Representative Agreement
- Intermediary Contract for Trade Operations
- International Joint Venture Contract
- International Strategic Alliance Agreement
- International Franchise Contract
- International Services Contract
- International Consulting Contract
- International Technology Transfer Agreement
- International Trademark License Agreement
- International Supply Contract
- International Manufacturing Contract
- International Buying Agent Contract
- Logistics Services Contract
- Export Contract
- Confidentiality Agreement
- Expatriate Contract of Employment
- Memorandum of Understanding for International Distribution
- Memorandum of Understanding for Joint Venture
- **Pack 10 Contracts in English**
- **Pack All Contracts in English**

BUSINESS CONTRACTS (ENGLISH, SPANISH, FRENCH, GERMAN & PORTUGUESE)

- Distribution Contract
- Commercial Agency Contract
- Sales Representative Agreement
- Commission Contract
- Joint Venture Contract
- Services Provider Contract
- Consulting Contract
- Strategic Alliance Agreement
- Franchise Contract
- Supply Contract
- **Pack 12 Commercial Contracts (Premium)**

CHINA CONTRACTS (ENGLISH-CHINESE DUAL VERSION)

- Distribution Contract China
- Agency Contract China
- Commission Contract China
- Supply Contract China
- Manufacturing Contract China
- Confidentiality Contract China
- Memorandum of Understanding for Distribution Contract China
- Memorandum of Understanding for Joint Venture China

LETTERS OF INTENT (ENGLISH & SPANISH)

- Letter of Intent for International Sale
- Letter of Intent for International Distribution
- Letter of Intent for International Joint Venture
- **Pack 3 Letters on Intent**

LETTERS FOR EXPORTERS (ENGLISH & SPANISH) LETTERS FOR IMPORTERS

- Presentation to potential client
- Proposal for agent/distributor
- Proposal to form a strategic alliance
- Invitation to a trade fair
- Making a commercial offer
- Preparation of a contract
- Reminder of payment pending
- **Pack 15 Letters for Exporters**
- Request for information to an overseas supplier
- Offering as agent/distributor
- Reply to proposal for strategic alliance
- Making contact after a trade fair
- Renegotiation of a contract
- Complaint about delivery of faulty goods
- **Pack 15 Letters for Importers**
- **Pack 30 Letters for Exporters and Importers**

