Freelance Contract

This Freelance Contract (this "Contract" or this "Freelance Contract"), is entered into and made effective as of ____/___/___(the "Effective Date"), by and between:

[Client.Company]_____, with an office located at
_____ [ADDRESS]
_____("Customer"), and
_____
[Sender.Company], with an office located at _____[SENDER ADDRESS] ("Freelancer").

WHEREAS:

Customer has a need for _____

_____

_____

_____[DESCRIPTION OF FREELANCE SERVICES]; and

Freelancer has an interest in performing such services for Customer; and
The parties wish to set forth the The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

Description of the Services Freelancer will [DESCRIBE]

_____

_____

Deliverables

_____

_____

Project Schedule

_____

_____

Pricing/Rates

_____

_____

Payment Terms/ Schedule

_____

_____

_____

_____

Terms and Conditions
This Freelance Contract is governed by the terms and conditions provided here and in Attachment A, attached hereto.
IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

[Sender.Company]

_____ _____
[Sender.FirstName] [Sender.LastName]

[Client.Company]

_____ _____
[Client.FirstName] [Client.LastName]

Freelance Contract Terms and Conditions

I. Intellectual Property Rights

1. Retained Rights. Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.

2. Pre-Existing Intellectual Property.

a. Freelancer will not use any Freelancer or third party Pre-Existing Intellectual Property in connection with this Contract unless Freelancer has the right to use it for Customer's benefit. If Freelancer is not the owner of such Pre-Existing Intellectual Property, Freelancer will obtain from the owner any rights as are necessary to enable Freelancer to comply with this Contract.

b. Freelancer grants Customer a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license in Freelancer and third party Pre-Existing Intellectual Property, to the extent such Pre-Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

c. Freelancer will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) Freelancer clearly identifies the specific elements of the Deliverable to contain third party materials, (ii) Freelancer identifies the corresponding third party licenses and any restrictions on use thereof, and (ii) approval is given by Customer in writing. Freelancer represents, warrants and covenants that Freelancer has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Freelancer. Freelancer shall indemnify Customer against any losses and liability incurred by Customer due to failure of Freelancer to meet any of the requirements in any of the third party licenses.

3.Ownership of Deliverables. Subject to Freelancer and third party rights in Pre-Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Freelancer hereby assigns such rights to Customer. Freelancer agrees that Customer will own all patents, inventor's certificates, utility models or other rights, copyrights or trade secrets covering the Deliverables and will have full rights to use the Deliverables without claim on the part of Freelancer for additional compensation and without challenge, opposition or interference by Freelancer and Freelancer will, and will cause each of its Personnel to, waive their respective moral rights therein. Freelancer will sign any necessary documents and will otherwise assist Customer in securing, maintaining and defending copyrights or other rights to protect the Deliverables in any country.

4. No Rights to Customer Intellectual Property. Except for the limited license to use materials provided by Customer as may be necessary in order for Freelancer to perform Services under this Contract, Freelancer is granted no right, title, or interest in any Customer Intellectual Property.

II. Confidentiality

1. Confidential Information. For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Freelancer hereunder). Confidential Information does not include: a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information; b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure; or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

2. Customer Confidential Information. The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract. Freelancer will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

3. Non-Disclosure. The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity. Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

4. Right to Disclose. With respect to any information, knowledge, or data disclosed to Customer by the Freelancer, the Freelancer warrants that the Freelancer has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit. Any restrictions on Customer's use of any information, knowledge, or data disclosed by Freelancer must be made known to Customer as soon as practicable and in any event agreed upon before the start of any work.

III. Conflict of Interest

1. Freelancer represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Freelancer is bound. Freelancer shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Freelancer or which is detrimental to Customer's business interests.

IV. Termination

Rights to Terminate.

a. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior written notice to Freelancer.

b. Freelancer may terminate this Contract upon thirty days prior written notice provided there are no open projects at the time notice is given.

c. Customer may terminate this Contract and/or any open projects immediately for cause if the Freelancer fails to perform any of its obligations under this Contract or if Freelancer breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.

Upon termination of any project or work given Freelancer hereunder, Freelancer will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to Freelancer resulting from such termination, Customer will pay Freelancer an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination

Upon termination or expiration of this Contract or a project performed by Freelancer hereunder, whichever occurs first, Freelancer shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Freelancer.

Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.