**Independent Contractor**

**Service Agreement**

MADE BETWEEN

**{CONTRACTEE\_NAME}**

AND

**{CONTRACTOR\_NAME}**

On {DATE}

**THIS AGREEMENT** is made on {DATE}.

**BETWEEN:-**

(1) **{CONTRACTEE\_NAME}** (Company Registration No: {CONTRACTEE\_REGISTRATION\_NUMBER}), a company incorporated in the {CONTRACTEE\_COUNTRY} and having its registered office at {CONTRACTEE\_ADDRESS} (the "**Contractee**");

**AND**

(2) **{CONTRACTOR\_NAME}** (NRIC/Passport No. {CONTRACTOR\_NRIC\_NUMBER}) of {CONTRACTOR\_ADDRESS} (the "**Contractor**"),

(collectively, the "**Parties**" and each a "**Party**").

**WHEREAS** the Contractee is desirous of engaging the Contractor for the Contractor’s services for the {PROJECT\_NAME} and both Parties are desirous of entering into this Agreement on the principle of equality and mutual benefit in order to confirm and regulate the relationship between the Contractee and the Contractor under this Independent Contractor Service Agreement (the "**Agreement**").

**NOW IT IS HEREBY AGREED** as follows:-

# 1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, unless the subject or context otherwise requires:-

1.1 the following words and expressions shall have the following meanings:-

"**Confidential Information**" shall mean all information and Data (whether recorded or not and, if recorded, in whatever form on whatever media and by whomsoever recorded) relating to all or any part of the business, organisation, operations, dealings, property, assets, technology, activities, services, financial affairs, management and administration of the Contractee and which is confidential to the Contractee or treated as confidential, including, without limitation, technical information, client lists, trade names, trademarks, service marks or other proprietary business designations used or owned by the Contractee but shall not include information or material in the public domain;

"**Data**" includes representations of information or of concepts that are being prepared or have been prepared in a form suitable for use in a computer or smart device;

"**Disability**" means any illness, physical or mental incapacity or impairment;

"**Intellectual Property Rights**" means:-

(a) trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trade marks and service marks, copyrights, database rights, know-how, in whatever form including any Work Product (as defined below);

(b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); and

(c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b);

"**Prescribed Events**" has the meaning ascribed to it in Clause 8.1;

"**Remuneration**" has the meaning set out in Clause 4.1 and 4.2;

"**S$**" means the lawful currency of Singapore;

"**Services**" means the services set out in **Schedule 1** ***(Services and Deliverables)***; and

"**Work Product**" means the deliverables as contemplated by parties under the Recitals as set out in **Schedule 1** ***(Services and Deliverables)***;

1.2 any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted whether before or after the date of this Agreement so far as such modification or re-enactment applies or is capable of applying to any transactions entered into hereunder or in connection with this Agreement;

1.3 references to Clauses are to clauses of this Agreement;

1.4 the headings in this Agreement are for convenience only and shall not affect the interpretation hereof;

1.5 unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate and the use of any gender shall include all genders;

1.6 in this Agreement, unless specified otherwise:-

1.6.1 the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word "other" shall not be given a restrictive meaning by reason of fact that they are preceded by words indicating a particular class of acts, matters or things;

1.6.2 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and

1.6.3 the *contra proferentum* rule of construction of contracts shall not apply.

# 2. ENGAGEMENT

The Contractee hereby engages the Contractor, and the Contractor hereby accepts the engagement to provide the Services and Work Product (as set out in **Schedule 1** ***(Services and Deliverables)***) for the Contractee at the timelines set out therein.

# 3. DUTIES OF THE CONTRACTOR

3.1 The Contractor shall devote sufficient time, attention and skill to the completion and timely delivery of the Services and Work Product and shall faithfully and diligently perform such acts and exercise such powers as may from time to time be required for such completion.

3.2 The Contractor shall complete the Services and Work Product in a manner commensurate with the requirements under **Schedule 1** ***(Services and Deliverables)***, to the acceptance of the Contractee.

3.3 The Contractor confirms that the Contractor shall not engage in any activity detrimental to the interests of the Contractee for a period of {LOADING\_PERIOD}, other than where mutually agreed. These activities are set out in **Schedule 2 (*Competitor Businesses and Activities*)**.

# 4. REMUNERATION

4.1 **Monetary Remuneration**:The Contractee shall pay to the Contractor a monetary Remuneration of S${AMOUNT} which shall be paid to the Contractor in the method prescribed in Part 1 of **Schedule 3 (*Remuneration)***.

4.2 **Non-Monetary Remuneration**: The Contractee shall pay the Contractor a non-monetary Remuneration in the form of set out in Part 2 of **Schedule 3 (*Remuneration)***, to be delivered to the Contractor. The description of the non-monetary Remuneration and the address to which it is to be delivered are set out in therein.

# 5. TAXES

5.1 Save as required under law, the Contractor shall be responsible for the payment of all personal income and other taxes which may be payable in respect of his Remuneration and any other amounts paid to him by the Contractee.

5.2 Where required under the law, the Parties shall make the required statutory contributions to the Contractor’s Central Provident Fund account at the prevailing rate in accordance with the Central Provident Fund Act (Chapter 36) of Singapore.

# 6. INTELLECTUAL PROPERTY RIGHTS

The Contractee irrevocably and unconditionally recognises, covenants and agrees with and undertakes to the Contractor that:-

6.1 the Work Product and all other Intellectual Property Rights created in connection with the Work Product shall be owned by the Contractor;

6.2 notwithstanding any contribution originating from the Contractee during the term of the contract, the Contractee shall not during or after the contract have any right, title or interest in or to the Work Product (or any Intellectual Property Rights created in connection with the Work Product by themselves or in combination with any other Data), and any goodwill arising through any use thereof, and that all such right, title or interest shall be vested legally and exclusively in the Contractor;

6.3 if and to the extent that any Work Product is not deemed to be the Contractor’s, at the completion and acceptance of the Work Product, the Contractee shall promptly assign to the Contractor all its right, title, and interest in and to the Work Product, including any Intellectual Property Rights;

6.4 save for the use of the Work Product and any Intellectual Property Rights by the Contractee permitted under the Agreement, the Contractee shall not, without the Contractor's prior written consent, use or permit any third party to use or otherwise deal with the Intellectual Property Rights; and

6.5 the Contractee shall not without the Contractor's prior written consent enter into any arrangement whereunder any third party is commissioned or appointed (in his own capacity or as agent for the Contractor) to assist the Contractee in any manner that may confer any intellectual property right (including, without limitation, the Intellectual Property Rights), interest or title upon such third party. Notwithstanding the foregoing, the Contractee shall forthwith upon demand secure the valid assignment of such intellectual property right, interest or title assignment or licences from such third party upon terms acceptable to the Contractor so that the said rights may vest legally and exclusively in the Contractor or any nominee or assignee of the Contractor (as the Contractor shall direct).

# 7. CONFIDENTIALITY

7.1 **Contractor's Obligations**

The Contractor covenants and agrees with and undertakes to the Contractee for the benefit of the Contractee that:-

7.1.1 the Contractor shall not by any means and at any time (whether during or after his contract) use any Confidential Information which he may obtain in connection with his contract in the Contractee in any manner which may cause detriment, loss or injury to the Contractee, or disclose to any other party at any time any such Confidential Information in his possession or control unless or until it is in the public domain through no act or omission of the Contractor or his agents, whereupon to the extent that it is public this obligation shall cease;

7.1.2 all communications between the Contractor and the Contractee and all Confidential Information and other material supplied to or received by the Contractor arising from or in connection with his contract with the Contractee and any information concerning the business transactions or the financial arrangements of the Contractee or of any person with whom the Contractee is in a confidential relationship coming to the knowledge of the Contractor shall be kept confidential by the Contractor unless or until compelled to disclose by judicial or administrative procedures or by other requirements of law, or if the Contractor can reasonably demonstrate that it is (or part of it is), in the public domain through no act or omission of the Contractor or his agents, whereupon, to the extent that it is public, this obligation shall cease;

7.1.3 all documents (including copies), electronic files and other materials (in whatsoever medium) held by the Contractor containing or referring to Confidential Information or relating to the affairs and business of the Contractee (save for the deliverables as set out in **Schedule 1** ***(Services and Deliverables)***) shall be the property of the Contractee;

7.1.4 the Contractor shall hold the whole of the Confidential Information as the property of the Contractee and deliver up to the Contractee forthwith upon demand all confidential documents, and in any event, not later than the date of termination of the Contractor's contract, whether requested to do so or not. The Contractor shall further destroy all his notes and reports on the Confidential Information in his possession or custody;

7.1.5 the Contractor shall ensure that proper and secure storage is provided for documents containing the Confidential Information at all times whilst the same are in the possession or under control of the Contractor; and

7.1.6 the Contractor shall take all steps necessary to prevent accidental disclosure of the Confidential Information to a third party;

7.1.7 in the event that the Contractor obtains trade secrets or other Confidential Information from any third party, the Contractor shall not without the consent of the Contractee at any time (either during the duration of this contract hereunder or after its termination) infringe restrictions on disclosure agreed to by the Contractee and made known to the Contractor.

The obligations contained in this Clause 7 shall endure, even after the termination of the Contractor's appointment, without limit in point of time except and until any Confidential Information enters the public domain as set out above.

7.2 **Provision of Information to Third Parties**

If the Contractee consents pursuant to Clause 7.1 to the Confidential Information being made available to a third party, then before so doing the Contractor shall ensure that the third party having access to the Confidential Information:-

7.2.1 understands that the Confidential Information is confidential and of a proprietary nature;

7.2.2 enters into an agreement of confidentiality (in writing or otherwise) on the same terms and conditions *mutatis mutandis* as are contained in this Agreement or upon other terms acceptable to the Contractee; and

7.2.3 does not discuss, confirm the existence of, or supply the Confidential Information with or to any person who has not been authorised by the Contractee to receive it or who has not entered into an agreement of confidentiality in the terms set out in Clause 7.2.2.

7.3 **Injunctive Relief and Enforcement**

7.3.1 Due to the special and unique nature of the Confidential Information, the Contractor covenants and agrees with and undertakes that the Contractee shall be entitled to seek immediate equitable remedies, including but not limited to, restraining orders and injunctive relief in order to safeguard such proprietary, confidential, unique, and special information of the Contractee and that money damages alone would be an insufficient remedy with which to compensate the Contractee for any breach of the Contractor's confidential obligations.

7.3.2 The Contractor hereby agrees that in the event that it is necessary for the Contractee to institute any proceedings for an injunction then, if successful in such action, all costs incurred by the Contractee on a solicitor/client basis in connection with such proceedings shall be recoverable from the Contractor as a debt.

7.3.3 The Parties agree that:-

(a) the Contractee shall be entitled to enforce the provisions of this Agreement with respect to any of the Confidential Information; and

(b) the Contractor recognises that the remedy at law for any breach by him of the terms of this Agreement may be inadequate and the Contractee shall be entitled to equitable remedies in the event of any breach.

# 8. TERMINATION

8.1 **Termination with Summary Notice**

This Agreement shall be subject to termination by the either of the Parties (without prejudice to and in addition to any other remedy) with summary notice if any of the following events (the "**Prescribed Events**") occur:-

8.1.1 either of the Parties die or becomes insolvent;

8.1.3 the Contractor is unable to perform the duties and responsibilities contemplated under this Agreement due to any Disability, and such Disability is confirmed by a registered medical practitioner;

8.1.5 either of the Parties is prohibited by any applicable laws and regulations for performing any of its obligations in the contract;

8.1.6 either of the Parties commits any serious breach and/or repeated and/or continual breach of any of their respective obligations hereunder;

8.1.7 either of the Parties is guilty of serious misconduct or serious neglect in the discharge of their respective obligations hereunder;

8.1.8 the Contractor's actions or omissions are, in the opinion of the Contractee, of the nature of bringing the name or reputation of the Contractee into disrepute or prejudices the business interests of the Contractee;

8.1.9 the Contractor is or has become of unsound mind or shall be or become a patient for the purpose of any laws relating to mental health; or

8.1.10 the Contractor is sued for criminal liability or convicted of any criminal offence under any applicable law and sentenced to any term of immediate or suspended imprisonment.

Upon such termination, the defaulting party shall not be entitled to claim any compensation or damages for or in respect or by reason of such termination.

8.2 **Termination by Contractor with Notice**

If the Contractor is unable to perform the Contractor’s duties, the Contractor shall inform the Contractee as soon as practicable and furnish any documentary evidence proving the same (if reasonably available in the opinion of the Contractee) to the Contractee and this Agreement shall henceforth determine. The Contractee shall forthwith not be obligated to deliver the Remuneration (as set out in Clause 4) or any part thereof.

8.3 **Actions upon Termination**

Upon termination of this Agreement for whatever reason:-

8.3.1 the Contractor shall deliver to the Contractee in proper order and condition all materials and any other property or assets relating to the business or affairs of the Contractee which may then be in the Contractor's possession or under his control;

8.3.2 in the case where Remuneration has already been delivered:-

1. the Contractor shall return the Remuneration in proper order and condition to the Contractee; or
2. where such delivery is impracticable for any part of the Remuneration, the Contractor shall be liable for any cost and expense borne by the Contractee for the same; and

8.3.4 the Contractor shall not at any time thereafter represent himself as being in any way connected with the Contractee in respect of this Agreement,

and in the case where notice of termination has been given in accordance with Clause 8.2, the obligations in this Clause 8.3 shall take effect immediately upon such notice being given to the Contractee.

# 9. INDEMNITY

Either Party shall indemnify the counterparty (or its nominee), and its respective officers and each of them and keep the counterparty (or its nominee) and its respective officers and each of them indemnified from all costs, damages, losses and expenses whatsoever (including legal costs on a solicitor/client basis) which the counterparty (or its nominee) and/or its respective officers and each of them may suffer, bear, incur or pay either directly or indirectly as a result of or incidental to any breach of this Agreement by the breaching Party.

# 10. MISCELLANEOUS PROVISIONS

10.1 **Communications**: All notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered by prepaid registered post or electronic mail addressed to the intended recipient thereof at its address and/or electronic mail address set out below (or to such other address or electronic mail address as any Party may from time to time notify the others).

To {CONTRACTEE\_NAME} : Contact Number: {CONTRACTEE\_PHONE}

Email: {CONTRACTEE\_EMAIL}

Attention: {CONTRACTEE\_CONTACT\_NAME}

To {CONTRACTOR\_NAME} : Contact Number: {CONTRACTOR\_PHONE}

Email: {CONTRACTOR\_EMAIL}

Attention: {CONTRACTOR\_CONTACT\_NAME}

Any notice, demand or communication delivered in accordance with this Clause 10.1 shall be deemed to have been duly served:-

10.1.1 in the case of electronic mail, within 4 hours of sending, provided that the sender does not receive a transmission failure report; or

10.1.2 in the case of post (if despatched to an address within the country of the sender) 5 days or (if despatched by registered air-letter to an address outside the country of the sender) 10 days after posting, and in proving the same it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

10.2 **Release and Indulgence**: Any liability to any Party may in whole or in part be released, compounded or compromised or time or indulgence given by that Party in that Party’s absolute discretion as regards any other Party under such liability without in any way prejudicing or affecting the first Party’s rights against any other Party or Parties under the same or a like liability whether joint and several or otherwise.

10.3 **Remedies**: No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other available remedies.

10.4 **Time of the Essence**: Any time, date or period mentioned in any provision of this Agreement may be extended by mutual agreement between the Parties but as regards any time, date or period originally fixed and not extended or any time, date or period so extended as aforesaid, time shall be of the essence.

10.5 **Entire Agreement**: This Agreement and the documents referred to herein are in substitution for all previous agreements between all or any of the Parties and contain the whole agreement between the Parties relating to the subject matter of this Agreement.

10.6 **Amendments**: No amendment or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Parties.

10.7 **Severance**: If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further.

10.8 **Costs and Expenses**: All costs and expenses incurred in the preparation, negotiation and execution of this Agreement and related documents shall be borne by {CONTRACT\_PAYER\_NAME}.

10.9 **Assignment**: The rights and obligations under this Agreement may not be assigned by any Party without the consent in writing of all the other Parties.

10.10 **Further Assurance**: The Parties shall do all such acts and things as may be necessary, desirable or expedient to give effect to the terms of, and the commercial understanding of the Parties recorded in, this Agreement.

10.11 **Counterparts**: This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the Parties and sent by electronic mail and shall be as valid and effectual as if executed as an original. For the avoidance of doubt, in the case of execution by way of counterparts, this Agreement shall not be deemed to be concluded until the last of such counterparts shall have been executed.

10.12 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the Republic of Singapore.

10.13 **Mediation**: Any dispute arising out of or in connection with this agreement must be submitted for mediation at the Singapore Mediation Centre (“**SMC**”) in accordance with SMC’s Mediation Procedure in force for the time being. Either party may submit a request to mediate to SMC upon which the other party will be bound to participate in the mediation within 30 days thereof. Every party to the mediation must be represented by a person with authority to negotiate and settle the dispute. Unless otherwise agreed by the parties, the Mediator(s) will be appointed by SMC. The mediation will take place in Singapore in the English language and the parties agree to be bound by any settlement agreement reached.

10.14 **Arbitration**: Where a settlement agreement is not reached pursuant to Clause 10.13, Parties shall be referred to and finally and conclusively resolved by international arbitration in Singapore in accordance with the Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The arbitration tribunal shall consist of one arbitrator to be appointed by the Chairman of the Singapore International Arbitration Centre. In the event that recourse to the courts shall be necessary for the purpose of determining any question of law required to be determined for arbitration, the Parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.

10.15 **Applicability of the Contracts (Rights Of Third Parties) Act (Chapter 53B) of Singapore**: The Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce this Agreement or any of its terms.

**Schedule 1**

**Services and Deliverables**

**Part 1**

**Part 2**

**Schedule 2**

**Competitor Businesses and Activities**

**Schedule 2**

**Remuneration Details**

The Parties have hereunto set their hands the day and year first above written.

**The Contractee**

|  |  |  |
| --- | --- | --- |
| Signed for and on behalf of |  |  |
| **{CONTRACTEE\_NAME}** |  |  |
|  |  |  |
| Name: {CONTRACTEE\_SIGNING\_PARTY}  Designation: {CONTRACTEE\_SIGNING\_PARTY\_DESIGNATION} |  |  |

**The Contractor**

|  |  |  |
| --- | --- | --- |
| Signed by |  |  |
| **{CONTRACTOR\_NAME}** |  |  |
|  |  |  |
| Name: {**CONTRACTOR\_SIGNING\_PARTY**} |  |  |