

## HIRING TEMPLATE

# Independent Contractor Agreement

For when you subcontract: who owns the work, who carries the risk, and why the classification section is the part that actually matters.

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Every agency and most established freelancers eventually hire someone. The two things that go wrong are IP that never transfers to your client, and a contractor who is a contractor in name only. This agreement handles both, and includes a classification check worth running before you sign anything.

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# How to use this template

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This agreement covers the relationship. Each individual job goes in a work order under Schedule A, so you sign the terms once and issue work repeatedly.

- 1 **Run the classification check first.** Getting this wrong is the expensive failure, and it is a tax and employment question rather than a contract one.
- 2 **Check the IP chain end to end.** If you assign work to a client that a contractor never assigned to you, you have promised something you do not own.
- 3 **Use a work order per job.** One signed agreement plus short work orders beats renegotiating terms every time.
- 4 **Match the payment terms to your own.** If your client pays you in 30 days and you promise your contractor 14, you are financing the gap.
- 5 **Get it reviewed locally.** Contractor classification and IP assignment rules vary sharply between countries and states.

## THIS IS NOT LEGAL ADVICE

Gatilab is a WordPress and search agency, not a law firm or a tax adviser. Misclassifying a worker carries tax, penalty, and back-benefit exposure in most jurisdictions. **Take professional advice before you rely on this.**

# The classification question

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Calling someone a contractor does not make them one. Authorities look at how the relationship actually works, not what the paperwork says.

## Points toward a genuine contractor

- ☐ They control how and when the work gets done, within a deadline you agree
- ☐ They use their own equipment and tools
- ☐ They can send a substitute, or subcontract with your consent
- ☐ They work for other clients, and are free to
- ☐ They are paid per project or per deliverable rather than per hour worked on a fixed schedule
- ☐ They carry their own insurance and handle their own taxes
- ☐ They bear some financial risk: fixed price work, or fixing defects at their own cost

## Points toward an employment relationship

- ☐ You set their working hours and require presence at set times
- ☐ You supervise the method, not just the outcome
- ☐ They work only for you, in practice or by requirement
- ☐ You provide the equipment and the workspace
- ☐ They are integrated into your team structure with a reporting line
- ☐ The engagement is open-ended with no defined deliverable

### READ THE TWO LISTS HONESTLY

If most of your ticks are in the second list, a contractor agreement will not protect you. Either change how the relationship works, or employ the person properly. This is the single most expensive mistake in small agency growth.

# Engagement, services, and payment

|                                         |                                      |                                 |
|-----------------------------------------|--------------------------------------|---------------------------------|
| EFFECTIVE DATE<br><u>DD / MM / YYYY</u> | GOVERNING LAW<br><u>Jurisdiction</u> | NOTICE PERIOD<br><u>14</u> days |
|-----------------------------------------|--------------------------------------|---------------------------------|

| PARTY      | LEGAL NAME | ADDRESS | TAX REFERENCE |
|------------|------------|---------|---------------|
| Company    |            |         |               |
| Contractor |            |         |               |

## 1 Engagement

The Company engages the Contractor as an independent contractor to provide the services described in each work order issued under Schedule A.

The Contractor is not an employee, partner, or agent of the Company, and is not entitled to employee benefits, paid leave, or notice beyond what this Agreement states. The Contractor is responsible for its own taxes, insurance, and statutory contributions.

## 2 How the work is performed

The Contractor controls the manner and method of performing the services and supplies its own equipment, subject to meeting the deliverables and dates in the relevant work order.

The Contractor may work for others, provided doing so does not conflict with clause 7 or delay agreed deliverables.

The Contractor may use a substitute or subcontractor only with the Company's prior written consent, and remains responsible for their work and their compliance with this Agreement.

## 3 Fees and invoicing

Fees are stated in each work order. The Contractor invoices monthly / on milestone completion, and the Company pays within 21 days of a valid invoice.

**Match this to your own terms.** If your client pays you in 30 days, paying your contractor in 14 means funding the gap out of your own cash.

Fees are exclusive of VAT / GST / sales tax, which the Contractor charges where applicable.

## 4 Expenses

The Contractor bears its own overheads. Pre-approved project expenses are reimbursed at cost with receipts, within 30 days of submission.

# The intellectual property chain

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This is the clause that exists to protect a promise you already made to your client. Read it against your client contract, not in isolation.

## 5 Ownership and assignment

**Assignment.** The Contractor assigns to the Company, on creation, all intellectual property rights in everything produced under this Agreement, and will sign any further document reasonably needed to give effect to that assignment.

**Moral rights.** To the extent permitted by law, the Contractor waives moral rights in the work, so the Company can modify and sublicense it to end clients.

**Contractor background IP.** Pre-existing tools, libraries, and components the Contractor owns stay theirs. Where they are embedded in a deliverable, the Contractor grants the Company a perpetual, worldwide, royalty-free, sublicensable licence to use them as part of that deliverable.

**Third-party components.** The Contractor will list any open-source or licensed component in the work order and will not include anything whose licence conflicts with the Company's obligations to its client.

**Warranty.** The Contractor warrants the work is original, does not infringe any third-party right, and contains no undisclosed AI-generated material where the client contract prohibits it.

### CHECK THE CHAIN

Read your client contract's IP clause and this one side by side. The rights you receive here must be at least as broad as the rights you granted there, including the right to sublicense. A gap between the two is a promise you cannot keep.

# Confidentiality, clients, and liability

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## 6 Confidentiality

The Contractor will keep confidential all Company and client information, during the engagement and for 3 years afterwards, and will not use it except to perform the services. Standard exclusions apply for information that is public, already held, or independently developed.

The Contractor will handle any personal data strictly on the Company's instructions and in line with applicable data protection law.

## 7 Client non-solicitation

During the engagement and for 12 months afterwards, the Contractor will not directly solicit work from any Company client the Contractor worked with, other than through the Company.

This does not prevent the Contractor working for that client on unrelated matters sourced independently, nor from responding to a general advertisement.

*Enforceability warning:* restrictions of this kind are limited or void in some jurisdictions, and the narrower they are, the more likely they survive.

## 8 Warranties and liability

The Contractor warrants the services will be performed with reasonable skill and care, and will correct defects in its own work at no charge for 30 days after delivery.

The Contractor will maintain professional indemnity insurance of at least amount where the work warrants it.

Each party's liability is capped at the fees paid under the relevant work order, except for breach of confidentiality, IP infringement, or anything that cannot lawfully be limited.

## 9 Term, termination, and general

Either party may terminate on 14 days written notice, or immediately for material breach not cured within 14 days.

On termination the Contractor is paid for work completed and delivers all work in progress, credentials, and materials within 7 days.

- **Entire agreement**, amendments in writing.
- **No assignment** without consent.
- **Severability** applies clause by clause.
- **Governing law:** jurisdiction.

# Work order

One of these per job. The master agreement is signed once; this is the part you reissue.

|                             |                |                                      |
|-----------------------------|----------------|--------------------------------------|
| WORK ORDER NUMBER<br>WO-001 | ISSUED<br>Date | END CLIENT<br>Name or 'confidential' |
|-----------------------------|----------------|--------------------------------------|

| # | DELIVERABLE | ACCEPTED WHEN | DUE | FEE |
|---|-------------|---------------|-----|-----|
|   |             |               |     |     |
|   |             |               |     |     |
|   |             |               |     |     |
|   |             |               |     |     |
|   |             |               |     |     |

## Terms specific to this job

TOTAL FEE AND PAYMENT TRIGGER

THIRD-PARTY COMPONENTS USED

Licence names, per clause 5

REVISIONS INCLUDED

CLIENT-SPECIFIC RESTRICTIONS

NDA, no AI-generated content, etc.

### ONE LINE WORTH ADDING

State which of your client's obligations flow down to this contractor. If your client contract bans AI-generated copy or requires data to stay in one region, the contractor needs to know before they start, not at review.

## EXECUTION

# Signature page

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The parties agree to this Agreement and to each work order issued under it.

### FOR THE COMPANY

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Signature

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Printed name

---

Title

---

Date

### CONTRACTOR

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Signature

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Printed name

---

Title

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Date

## Before you countersign

- ☐ The classification check leans genuinely toward contractor, in practice not just on paper
- ☐ The IP you receive here is at least as broad as the IP you promised your client
- ☐ Your payment terms to them are no faster than your client's terms to you
- ☐ Insurance requirements match the risk of the work
- ☐ The non-solicitation is narrow enough to be worth having
- ☐ A work order exists for the first job, signed alongside this



# We build the systems behind the paperwork

Gatilab is an independent WordPress and search agency. We build sites, rank them, and stay long enough to prove the work moved something.

|                        |                               |                                     |                                   |
|------------------------|-------------------------------|-------------------------------------|-----------------------------------|
| <b>2014</b><br>Founded | <b>850+</b><br>Clients served | <b>2,000+</b><br>Projects completed | <b>10,000+</b><br>Plugin installs |
|------------------------|-------------------------------|-------------------------------------|-----------------------------------|

## What we do

### WordPress engineering

Custom themes, blocks, plugins, and migrations built to stay fast and maintainable after handoff.

### SEO strategy

Technical fixes, topical coverage, and search visibility work measured against clicks, not scores.

### Content marketing

Research-led articles and editorial systems your team can keep publishing without us.

### Conversion design

Landing pages, service pages, and forms designed around the decision the reader is actually making.

## Need this handled instead of templated?

Send the problem, not a brief. We will tell you whether it is worth building, what it depends on, and what we would deliberately skip. If the honest answer is that you do not need us, you will get that too.

[Start a project](#)

[gatilab.com/connect](https://gatilab.com/connect)

### USE IT FREELY

Free to use, edit, and adapt for your own business and your own clients. No attribution required, no sign-up. The one thing we ask: do not resell it as your own product.