



Independent Contractor Agreement for Professional Services

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Effective Date: [Date]

This Independent Contractor Agreement ("Agreement") is entered into by and between:

The Client:

[Client Name]

[Client Address]

[Client City, State, Zip]

(Hereinafter referred to as the "Client")

The Contractor:

Guliford Project Management Consulting, LLC

(d/b/a NeedProjectHelp.com)

Attn: Crystal D. Guliford, PMP

[Redacted Address Line 1]

[Redacted Address Line 2]

Email: crystal@needprojecthelp.com

Phone: (346) 718-7940

(Hereinafter referred to as the "Contractor")

RECITALS

WHEREAS, the Client requires professional services related to project management, administrative support, and IT governance;

WHEREAS, the Contractor has expertise in providing such services, including but not limited to those classified under NAICS Codes 541611, 541618, 541512, 541519, and 561110;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Scope of Services

1.1 General Services. The Contractor agrees to perform professional services for the Client as described in one or more Statements of Work ("SOW"). Each SOW shall be in writing, signed by both parties, and will be incorporated into this Agreement by reference.

1.2 Nature of Services. The services may include, but are not limited to:

- **Administrative and General Management Consulting (NAICS 541611, 541618):** Strategic planning, Project Management Office (PMO) support, development of governance plans, risk mitigation, change management, and knowledge management.
- **Computer Systems Design and IT Services (NAICS 541512, 541519):** IT project oversight, systems integration planning, technical administration (e.g., SharePoint), data security governance, and support for compliance with standards such as the NIST Risk Management Framework (RMF).
- **Office Administrative Services (NAICS 561110):** High-level administrative support, staff augmentation, document management, and meeting coordination in support of project operations.

2. Term of Agreement

This Agreement shall commence on the Effective Date and will continue until terminated by either party in accordance with Section 9 of this Agreement.

3. Compensation and Payment

3.1 Rates. The Client agrees to pay the Contractor the fees specified in the applicable SOW. Unless otherwise specified, the rate shall be between **\$30.00 and \$75.00 per hour**, with the final rate for each SOW determined by the complexity of the services required.

3.2 Invoicing. The Contractor shall submit itemized invoices to the Client on a [e.g., bi-weekly, monthly] basis. Each invoice shall include a summary of services performed, hours worked, and the total amount due.

3.3 Payment Terms. The Client shall pay all undisputed amounts due within thirty (30) days of

receipt of the invoice.

4. Independent Contractor Status

4.1 No Employment Relationship. It is expressly agreed that the Contractor is acting as an independent contractor and not as an employee, agent, partner, or joint venturer of the Client. The Contractor shall not be entitled to any of the benefits that the Client may make available to its employees, such as group insurance, pension, or retirement benefits.

4.2 Taxes and Withholding. The Contractor is solely responsible for paying all applicable federal, state, and local taxes, including self-employment taxes, on compensation received under this Agreement. The Client will not withhold any taxes from the Contractor's payments. The Contractor shall provide the Client with a completed IRS Form W-9 upon request.

4.3 Control and Method. The Contractor shall have sole control over the manner and means of performing the services, including the time and place of performance, and will use their own equipment and tools.

4.4 Insurance. The Contractor is responsible for obtaining and maintaining adequate insurance coverage at their own expense, including but not limited to general liability and professional liability (Errors & Omissions) insurance.

5. Confidentiality

5.1 Confidential Information. The Contractor acknowledges that in the course of performing services, they may have access to the Client's confidential and proprietary information ("Confidential Information"). The Contractor agrees not to disclose or use any Confidential Information for any purpose other than the performance of services under this Agreement, both during and after the term of this Agreement. This is especially critical in cleared environments or when handling sensitive government or corporate data.

6. Intellectual Property

6.1 Work Product. Any and all "Work Product" (i.e., deliverables, ideas, inventions, documents, and other materials) created by the Contractor in connection with the services performed under this Agreement shall be the sole and exclusive property of the Client upon full payment for the services rendered.

7. Warranties and Representations

7.1 Professional Standards. The Contractor warrants that all services will be performed in a professional, workmanlike manner and in accordance with the highest applicable industry standards.

7.2 Compliance with Laws. The Contractor warrants that they will comply with all applicable

federal, state, and local laws and regulations in performing the services.

8. Indemnification

The Contractor agrees to indemnify and hold the Client harmless from any and all claims, losses, damages, liabilities, or expenses (including reasonable attorneys' fees) arising out of the Contractor's negligent or willful acts or omissions in the performance of services under this Agreement.

9. Termination

9.1 Termination for Convenience. Either party may terminate this Agreement for any reason upon providing thirty (30) days' written notice to the other party.

9.2 Termination for Cause. Either party may terminate this Agreement immediately for a material breach of any provision of this Agreement by the other party.

9.3 Payment upon Termination. Upon termination, the Client shall pay the Contractor for all services performed up to the effective date of termination.

10. General Provisions

10.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.2 Entire Agreement. This Agreement, including all attached Statements of Work, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements concerning the subject matter.

10.3 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

10.4 Notices. Any notice required or permitted by this Agreement shall be in writing and delivered to the addresses listed above or sent via email to the email addresses provided. Notice will be deemed received on the date of delivery or, if sent by email, on the date of transmission.

10.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

IN WIT...

<execute_thought>

The user wants to sign off the document. I will add the WITNESS WHEREOF and signature blocks. I will also add the legal disclaimer again.HEREOF, the parties have executed this Agreement as of the Effective Date.

CLIENT

(Signature)

[Client Signatory Name]

[Client Signatory Title]

Date: _____

CONTRACTOR

(Signature)

Crystal D. Guliford, PMP

CEO and Primary Consultant

Date: _____

Legal Disclaimer

This document is a template and is provided for informational purposes only. It does not constitute legal advice. You should consult with a qualified legal professional to ensure this agreement is suitable for your specific needs and complies with all applicable laws.