

Independent Contractor Agreement for Law Firms

Contract establishing the terms of engagement between a law firm and an independent contractor for legal support services

Important Notice: This Agreement does not create an employment, partnership, joint venture or agency relationship. Actual contractor classification depends on the totality of the working relationship under applicable federal and state tests. Consult with an attorney to ensure compliance with your jurisdiction's requirements.

1. Agreement Information

Effective Date*

mm/dd/yyyy



Agreement Reference Number

e.g., ICA-2024-001

2. Law Firm Information ("Client")

Firm Legal Name*

Full registered name of law firm

Primary Contact Name*

Partner or authorized representative

Business Address*

Street, City, State, ZIP

Phone Number*

Email Address*

State Bar Number (if applicable)

3. Contractor Information

Contractor Legal Name / Business Name*

Individual name or registered business entity

Contractor Type*

-- Select Type --

Business Address*

Street, City, State, ZIP

Phone Number*

Email Address*

Tax ID (EIN) or SSN*

State Bar Number (if applicable)

For 1099 reporting purposes

Required for attorney contractors

Contractor represents they operate an independent business and maintain the right to provide services to other clients.

4. Scope of Services

Service Category*

- Legal Research
- Document Drafting
- Case Management Support
- Paralegal Services
- Litigation Support
- Discovery/E-Discovery
- Contract Review
- Administrative Support
- Other Specialized Services

Detailed Description of Services*

Describe specific tasks, deliverables and project scope...

Deliverables*

List specific work products to be delivered...

Excluded Services

Services explicitly not included in this engagement...

5. Term and Schedule

Engagement Type*

-- Select Type --



Start Date*

mm/dd/yyyy



End Date (if applicable)

mm/dd/yyyy



Project Milestones/Deadlines

List key milestones and target completion dates...

Contractor maintains full discretion over work hours, methods and location unless specific client meetings or deadlines require coordination.

6. Compensation and Payment Terms

Compensation Structure*

-- Select Structure --



Rate/Fee Amount*

e.g., \$150/hour or \$5,000 fixed fee

Payment Schedule*

-- Select Schedule --



Invoice Requirements

Specify required invoice details, submission method, approval process...

Expense Reimbursement Terms

Pre-approved expenses, documentation requirements, caps...

Contractor is responsible for all self-employment taxes. Firm will issue IRS Form 1099 for payments exceeding \$600 annually.

7. Independent Contractor Status

Contractor Acknowledgments*

- I am an independent business, not an employee of the Firm
- I am responsible for my own taxes and benefits
- I may work for other clients during this engagement
- I control my own work methods and schedule
- I provide my own equipment and workspace
- I am not entitled to employee benefits

Legal Disclaimer: This Agreement does not create an employment, partnership, joint venture or agency relationship. Contractor has no authority to bind the Firm or represent themselves as an employee or agent of the Firm to third parties.

8. Confidentiality and Data Protection

Confidentiality Obligations Apply To*

- Client files and case information
- Attorney work product and strategies
- Firm business information
- Client personal/financial data
- Privileged communications
- Proprietary processes and systems

Confidentiality Period*

-- Select Period --



Data Security Requirements

Specify encryption, secure storage, access controls or other requirements...

Legal Disclaimer: Contractor acknowledges that information accessed may be subject to attorney-client privilege and agrees to maintain confidentiality consistent with applicable Rules of Professional Conduct.

9. Work Product and Intellectual Property

Work Product Ownership*

-- Select Ownership --



IP Assignment Includes*

- Legal research and memoranda
- Drafted documents and contracts
- Case strategies and analysis
- Databases and compilations
- Custom templates and forms
- Software or tools created

Additional IP Terms

Any exceptions, pre-existing materials retained by Contractor or special terms...

Contractor agrees to execute any additional documents necessary to perfect the Firm's ownership rights in work product.

10. Conflicts of Interest and Ethics

Conflict Check Completed*

-- Select Status --



Conflict Disclosure

Disclose any current or former clients, matters or relationships that may present a conflict...

Competitive Restrictions During Engagement

- Will not work for adverse parties in same matter
- Will not work for competing firms on substantially similar matters
- Will notify Firm of potential conflicts arising during engagement

Legal Disclaimer: Contractor agrees to comply with all applicable Rules of Professional Conduct and to immediately notify the Firm of any conflict of interest that arises during the engagement.

11. Insurance and Indemnification

Professional Liability Insurance Required*

-- Select Option --



Minimum Coverage Amount

e.g., \$1,000,000 per occurrence

Other Required Insurance

- General Liability
- Workers' Compensation (if Contractor has employees)
- Cyber Liability

Proof of Insurance Required

-- Select Option --



Contractor agrees to indemnify and hold harmless the Firm from claims arising out of Contractor's negligence, errors or omissions in performing services under this Agreement.

12. Termination

Termination for Convenience*

-- Select Notice Period --



Termination for Cause*

- Material breach of Agreement
- Breach of confidentiality
- Conflict of interest
- Failure to meet deadlines
- Ethical violation
- Non-payment (Contractor may terminate)

Upon Termination, Contractor Shall*

- Return all Firm and client materials
- Destroy confidential information in Contractor's possession
- Provide status report on pending work
- Invoice for completed work only
- Cooperate in transition of matters

13. Governing Law and Dispute Resolution

Governing Law (State)*

State whose laws will govern this Agreement

Dispute Resolution Method*

-- Select Method --

Venue/Location for Disputes

City and County for proceedings

Prevailing Party Entitled to Attorney's Fees

-- Select Option --

14. Additional Terms

Additional Terms and Conditions

Include any special provisions, modifications or project-specific requirements...

Attachments/Exhibits

- Exhibit A — Detailed Scope of Work
- Exhibit B — Fee Schedule
- Exhibit C — Confidentiality Agreement (separate NDA)
- Exhibit D — Proof of Insurance

15. Law Firm Representative Signature

The undersigned representative of the Law Firm hereby agrees to all terms and conditions set forth in this Independent Contractor Agreement and is authorized to bind the Firm to this Agreement.

Law Firm Representative Signature*

Date*

Signature

Date Signed

Printed Name*

Title*

16. Independent Contractor Signature

The undersigned Contractor hereby agrees to all terms and conditions set forth in this Independent Contractor Agreement, acknowledges their independent contractor status and confirms their understanding of all obligations contained herein.

Contractor Signature*

Date*

Signature

Date Signed

Printed Name*

Title (if applicable)