**Key Terms Of Engagement For Self-Employed Persons (SEPs)[[1]](#footnote-1)**

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| **Section A | Contracting Details** | | | |
| Client name (“Client”) | | SEP name (“SEP”) | |
| Client contact details  *(e.g. mobile number, email)* | | SEP contact details  *(e.g. mobile number, email)* | |
| Client ACRA registration number or NRIC (last 3 digits + last alphabet) | | SEP ACRA registration number or NRIC (last 3 digits + last alphabet) | |
| Client business address (If any) | | Contract period  From: <dd/mm/yy>  To: <dd/mm/yy> | |
| **Section B | Deliverables and Fee Payment** | | | |
| **Deliverables**   1. Area and scope of project/each assignment   *E.g. Assignment 1: XX is required to edit a corporate video for ABC company.*   1. Description\* of project/each assignment   \*Description should include at least the (i) expected task(s) to be completed, (ii) due date for each task, and (iii) acceptance criteria for each task. All details included should be discussed and mutually agreed by both parties.  *E.g. Assignment 1: XX shall carry out and complete the corporate video as approved by YY from ABC company with a coherent storyline, relevant subtitles and high-quality sound effects by 31/12/2018.*   1. Other terms related to work deliverables\*   \*Client and SEP to discuss and insert any additional mutually agreed terms related to work deliverables. Some additional terms that could be considered and might be relevant: (i) location of work and (ii) conduct at work.  *E.g. Assignment 1: YY from ABC company shall permit XX access to ABC company (at all reasonable hours) to carry Works and if required, obtain the necessary permission for XX to carry out the Works required.* | | | |
| **Fee Payment**   1. Payment amount\* and mode of payment for project/each assignment   \*Client and SEP to discuss and indicate mutually agreed (i) payment amount, and (ii) milestone payment for each assignment, if applicable.  *E.g. Total payment for project, with milestone payment for each assignment:*   * *Assignment 1: $3,000 (cheque)* * *Assignment 2: $4,000 (cheque)* * *Total amount: $7,000*  1. Due date\* of payment for project/each assignment   \*Client to pay SEP within <insert mutually agreed timeframe e.g. 30 days> after completion of project/each assignment  *E.g. Assignment 1: To be paid by 31/01/2019* | | | |
| **Section C | Variation of Terms By Client and SEP** | | | |
| <Client and SEP to discuss and include mutually agreed terms of variation>  *E.g. Either party can vary the terms of engagement as long as notice of <insert mutually agreed notice period of variation> days is given to the other party in writing.*  *E.g. Unless otherwise agreed, either party can vary the terms of engagement as long as the other party agrees to such variation.* | | | |
| **Section D | Termination or Postponement of Project/Assignment By Client and SEP** | | | |
| <Client and SEP to discuss and include mutually agreed terms for project/assignment termination or postponement>  *E.g. Either party can terminate/postpone the contract as long as there is notice of <insert mutually agreed notice period of termination or postponement > days given to the other party in the form of a written documentation.*  *E.g. Unless otherwise agreed, parties can terminate/postpone the project/assignment by giving one week’s written notice.* | | | |
| **Section E | Dispute Resolution** | | | |
| <Client and SEP to discuss and include mutually agreed terms of dispute resolution>  *E.g. In the event of dispute, either party can:*   1. *Seek mediation at the <insert mediation channel> or* 2. *File a claim at the Small Claims Tribunals.*   *E.g. Unless otherwise agreed, parties should have the option to resolve any dispute arising out of this agreement through mediation, or bringing the dispute directly to the Small Claims Tribunals.* | | | |
| **Section F | <Client and SEP to Insert Additional Mutually Agreed Sections>** | | | |
| <Client and SEP can include any mutually agreed terms for this section>  *E.g. Some additional sections that could be considered and might be relevant:*   1. *Deposit for project/assignment that involves high production cost/risk* 2. *Insurance coverage and payment of insurance premiums* 3. *Confidentiality obligations of Client and SEP* 4. *Copyright and Intellectual Property rights* 5. *Any damages for delay in performing the deliverables* 6. *Governing law e.g. Singapore law* 7. *Whether SEP can assign or sub-contract project/assignment* 8. *Any warranty, indemnity, waiver of rights, limitation of liability* | | | |
| The Client agrees to engage the SEP on the key terms stated in this form. The SEP will perform the deliverable and the Client agrees to pay the SEP in accordance to the fee payment stated at Section B.  **Read, Agreed and Signed By[[2]](#footnote-2):** | | | |
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|  |  | |  |
| Name and Designation of Client or Client’s Representative |  | | Name of SEP |
|  |  | |  |
|  |  | |  |
| Signature of Client and Date |  | | Signature of SEP and Date |

1. Self-employed persons (SEPs) in this form refer to SEPs who operate their own business without hiring any employees, more formally known as “own account workers” (OAWs).

   This template was developed in accordance with the Tripartite Standard on Contracting with SEPs, and details the key terms of engagement that should be provided in a written contract. Those who wish to use this template (SEPs or clients) can customise it to suit the needs of their engagements. [↑](#footnote-ref-1)
2. This template is provided for voluntary use only and should not be treated as legal advice. MOM is not liable for any loss or damage incurred as a result of using this template. MOM is also not responsible for mediating any dispute that arise from a contract concluded using this template. [↑](#footnote-ref-2)