

Consulting Agreement

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CONSULTING AGREEMENT

This CONSULTING AGREEMENT ("Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between [CLIENT NAME], a [ENTITY TYPE] organized under the laws of [STATE], with a principal place of business at [CLIENT ADDRESS] ("Client"), and [CONSULTANT NAME], an independent consultant/contractor with principal address at [CONSULTANT ADDRESS] ("Consultant"). Client and Consultant may be referred to individually as a "Party" and collectively as the "Parties."

1. ENGAGEMENT; SERVICES

1.1 Engagement. Client hereby engages Consultant, and Consultant accepts the engagement, to provide the consulting services described in Exhibit A attached hereto (the "Services"). Exhibit A shall specify the scope, deliverables, milestones, and any specific timelines.

1.2 Additional Work. Any change to the scope of Services shall be agreed in writing by the Parties as an amendment or project statement and, if applicable, shall include adjustments to Compensation and schedule.

2. TERM

2.1 Term. This Agreement commences on [START DATE] and continues until [END DATE] or until earlier termination in accordance with Section 16 (the "Term").

2.2 Renewal. Any renewal or extension of the Term shall be by written agreement of the Parties.

3. COMPENSATION

3.1 Fees. Client shall pay Consultant for the Services as set forth in Exhibit B ("Compensation"). Unless otherwise specified, fees are payable in U.S. dollars.

3.2 Invoicing and Payment. Consultant shall invoice Client in accordance with the payment schedule in Exhibit B. Unless otherwise agreed, Client shall pay undisputed invoices within [NUMBER] days of receipt. Late payments shall accrue interest at [INTEREST RATE]% per month or the maximum permitted by law, whichever is less.

3.3 Taxes. Consultant is responsible for all federal, state, and local taxes arising from Compensation paid to Consultant. Client may withhold taxes if required by applicable law.

4. EXPENSES

4.1 Reimbursement. Client shall reimburse Consultant for reasonable, pre-approved, and documented out-of-pocket expenses incurred by Consultant in connection with performing the Services, subject to any limits in Exhibit B and in accordance with Client's expense reimbursement policies if provided in writing.

5. PERFORMANCE STANDARDS

5.1 Standard of Care. Consultant shall perform the Services in a professional and workmanlike manner consistent with industry standards and using personnel with suitable skill, experience, and abilities.

5.2 Delivery. Consultant shall deliver all Services and Deliverables in accordance with the schedule set forth in Exhibit A.

6. INDEPENDENT CONTRACTOR

6.1 Relationship. The Parties intend that Consultant shall perform Services as an independent contractor and not as an employee, agent, partner, or joint venturer of Client. Consultant has no authority to bind Client or incur obligations on Client's behalf except as expressly authorized in writing.

6.2 Benefits. Consultant is not entitled to any employee benefits from Client.

7. CONFIDENTIALITY

7.1 Definition. "Confidential Information" means any non-public information disclosed by one Party ("Disclosing Party") to the other ("Receiving Party"), whether in writing, orally, or by any other means, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including business plans, trade secrets, technical data, customer lists, financial information, and proprietary software.

7.2 Obligations. The Receiving Party shall (a) use Confidential Information only to perform its obligations under this Agreement; (b) protect Confidential Information with at least the same degree of care it uses to protect its own confidential information but not less than a reasonable degree of care; and (c) not disclose Confidential Information to any third party except as permitted by this Agreement.

7.3 Exclusions. Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a breach by the Receiving Party; (b) was rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of an obligation of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.4 Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information, it shall provide the Disclosing Party with prompt notice to allow the Disclosing Party to seek a protective order or other appropriate remedy, and shall cooperate with the Disclosing Party's efforts to obtain such remedy.

8. INTELLECTUAL PROPERTY; WORK PRODUCT

8.1 Definitions. "Work Product" means all original works of authorship, inventions, discoveries, processes, software (including source code and object code), designs, developments, improvements, and other results, whether or not patentable or copyrightable, that are conceived, developed, or reduced to practice by Consultant (alone or with others) in the course of performing the Services.

8.2 Ownership and Assignment. Except as set forth in Section 8.3, Consultant hereby assigns, transfers, and conveys to Client all right, title, and interest in and to the Work Product. Consultant agrees to execute and deliver documents and take actions reasonably requested by Client to perfect, record, or enforce Client's rights in the Work Product.

8.3 Pre-Existing Materials. Consultant retains ownership of Consultant's pre-existing materials, methodologies, know-how, tools, and templates used in performing the Services ("Consultant Materials"). Consultant grants Client a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, modify, and distribute Consultant Materials only to the extent incorporated in the Deliverables or necessary for Client's use of the Work Product.

8.4 Moral Rights. To the extent permitted by law, Consultant hereby waives and agrees not to assert any moral rights or similar rights with respect to the Work Product.

9. REPRESENTATIONS AND WARRANTIES

9.1 Mutual Representations. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations hereunder.

9.2 Consultant Warranties. Consultant represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with industry standards; (b) the Work Product will not infringe or misappropriate any third party intellectual property rights; and (c) Consultant has the full right, power, and authority to grant the rights granted in this Agreement.

9.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. INDEMNIFICATION

10.1 By Consultant. Consultant shall indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) any third-party claim that the Work Product infringes or misappropriates such third party's intellectual property rights; (b) Consultant's gross negligence or willful misconduct in performing the Services; or (c) Consultant's breach of Section 6 (Independent Contractor) or Section 7 (Confidentiality).

10.2 By Client. Client shall indemnify, defend, and hold harmless Consultant from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Client's gross negligence or willful misconduct; or (b) Client's breach of this Agreement.

10.3 Procedure. The indemnified Party shall promptly notify the indemnifying Party of any claim for which indemnification is sought. The indemnifying Party shall have the right to assume control of the defense and settlement of such claim; provided, however, that the indemnifying Party shall not settle any claim in a manner that imposes any liability or obligation on the indemnified Party without the indemnified Party's prior written consent (not to be unreasonably withheld).

11. LIMITATION OF LIABILITY

11.1 Exclusion of Consequential Damages. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF SECTION 7 (CONFIDENTIALITY), OR VIOLATIONS OF LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS OR GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 Cap on Direct Damages. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF SECTION 7 (CONFIDENTIALITY), OR VIOLATIONS OF LAW, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT DURING THE [NUMBER] MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR [LIMITATION AMOUNT], WHICHEVER IS GREATER.

12. INSURANCE

12.1 Insurance. During the Term, Consultant shall maintain at its expense insurance coverage as set forth in Exhibit C ("Insurance Requirements"), including commercial general liability, professional liability/errors & omissions, and any other policies reasonably required by Client.

13. TERMINATION

13.1 For Convenience. Either Party may terminate this Agreement for convenience upon [NUMBER] days' prior written notice to the other Party.

13.2 For Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within [NUMBER] days after receiving written notice specifying the breach.

13.3 Insolvency. Either Party may terminate immediately upon written notice if the other Party becomes insolvent, files or has filed against it a petition for bankruptcy or similar relief, or makes an assignment for the benefit of creditors.

14. EFFECTS OF TERMINATION

14.1 Payment. Upon termination, Client shall pay Consultant for all Services performed and reimbursable expenses incurred through the effective date of termination and for any non-cancellable commitments

properly incurred by Consultant prior to termination.

14.2 Return of Property. Each Party shall return or destroy the other Party's Confidential Information and property in its possession, subject to the right of the Parties to retain one archival copy as required by law or for record-keeping purposes.

14.3 Survival. Sections relating to Confidentiality, Intellectual Property, Representations and Warranties, Indemnification, Limitation of Liability, Payment, and such other provisions which by their nature should survive termination or expiration shall survive termination or expiration of this Agreement.

15. NON-SOLICITATION

15.1 During the Term and for a period of [NUMBER] months following the termination of this Agreement, neither Party shall solicit for employment or engagement any employee or contractor of the other Party who was involved in the performance of the Services, without the other Party's prior written consent. This Section shall not apply to general solicitations or advertisements not directed specifically at such employees or contractors.

16. NON-COMPETE (OPTIONAL)

16.1 [INCLUDE NON-COMPETE CLAUSE: During the Term and for a period of [NUMBER] months following termination, Consultant shall not directly or indirectly engage in, own, manage, operate, control, or participate in the ownership, management, operation, or control of any business that competes with Client within the geographic area of [GEOGRAPHIC AREA]. The Parties acknowledge that this restriction is reasonable and necessary to protect Client's legitimate business interests.] OR [EXCLUDE NON-COMPETE CLAUSE: The Parties agree that no non-compete restriction shall apply.]

17. NOTICES

17.1 Method. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be delivered by personal delivery, certified mail (return receipt requested), commercial overnight courier, or email (with confirmation) to the addresses set forth below or to such other address as a Party may specify in writing.

17.2 Addresses. Notices to Client: [CLIENT NAME], [NOTICE ADDRESS CLIENT], Email: [NOTICE EMAIL CLIENT]. Notices to Consultant: [CONSULTANT NAME], [NOTICE ADDRESS CONSULTANT], Email: [NOTICE EMAIL CONSULTANT].

18. ASSIGNMENT

18.1 Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that Client may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets. Any permitted assignee shall assume the assigning Party's obligations hereunder.

19. GOVERNING LAW; VENUE

19.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflict of laws principles.

19.2 Venue. The Parties consent to the exclusive jurisdiction and venue of the state and federal courts located in [COUNTY], [STATE] for any dispute arising out of or relating to this Agreement.

20. DISPUTE RESOLUTION

20.1 Negotiation. The Parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement through negotiation between senior representatives of the Parties.

20.2 Arbitration (Optional). [IF THE PARTIES AGREE TO ARBITRATE: Any dispute not resolved by negotiation within [NUMBER] days shall be finally resolved by binding arbitration administered by [ARBITRATION RULES OR PROVIDER] in [CITY, STATE], pursuant to its rules then in effect. The

arbitration shall be conducted by a single arbitrator with experience in commercial contract disputes. Judgment on the arbitration award may be entered in any court having jurisdiction.] OR [IF THE PARTIES DO NOT AGREE TO ARBITRATE: The Parties may pursue remedies in court as provided in Section 19.]

21. ENTIRE AGREEMENT

21.1 This Agreement, including all Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, negotiations, and communications, whether oral or written.

22. AMENDMENTS

22.1 This Agreement may be amended or modified only by a written instrument signed by both Parties.

23. SEVERABILITY

23.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

24. WAIVER

24.1 No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or of any other right.

25. PUBLICITY

25.1 Except as required by law or as set forth in Exhibit D (Publicity Rights) if any, neither Party shall issue any press release or make any public statement regarding the existence or terms of this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

26. COUNTERPARTS; ELECTRONIC SIGNATURES

26.1 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

26.2 Electronic Signatures. Signatures delivered by facsimile, PDF, or other electronic means shall be effective as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CLIENT:

[CLIENT NAME]

By: _____

Name: [NAME]

Title: [TITLE]

Date: [DATE]

CONSULTANT:

[CONSULTANT NAME]

By: _____

Name: [NAME]

Title: [TITLE]

Date: [DATE]

EXHIBIT A — SCOPE OF SERVICES

1. Description of Services: [DETAILED DESCRIPTION OF SERVICES, DELIVERABLES,

MILESTONES]

2. Timeline and Milestones: [TIMELINE, KEY DATES, DELIVERY SCHEDULE]

3. Acceptance Criteria: [CRITERIA FOR ACCEPTANCE OF DELIVERABLES]

EXHIBIT B — COMPENSATION, FEES, AND EXPENSES

1. Fees: [HOURLY RATE / PROJECT FEE / RETAINER] — [RATE OR AMOUNT]

2. Payment Schedule: [INVOICE FREQUENCY, DUE DATES, ADVANCE PAYMENTS IF ANY]

3. Expenses: [EXPENSE REIMBURSEMENT POLICY, PER DIEM, CAP AMOUNTS, RECEIPT REQUIREMENTS]

4. Late Payment: [LATE PAYMENT TERMS OR INTEREST RATE]

EXHIBIT C — INSURANCE REQUIREMENTS

1. Commercial General Liability: [MINIMUM LIMITS]

2. Professional Liability / E&O: [MINIMUM LIMITS]

3. Workers' Compensation: As required by law

4. Certificate of Insurance: Consultant shall provide Client with certificates evidencing the required coverage upon request.

EXHIBIT D — PUBLICITY RIGHTS (IF APPLICABLE)

1. Client and Consultant may publicize the engagement only as agreed in writing. Any use of either Party's name, logo, or trademarks requires prior written consent.

[END OF AGREEMENT]

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