

# Consulting Agreement Template

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## PROJECT AGREEMENT

This Project Agreement (this “Agreement”) is made as of [DATE] (the “Effective Date”), by and between [YOUR NAME], (hereinafter referred to as “the Consultant”), and [CLIENT NAME], (the “Client”).

Consultant desires to perform, and the Client desires to have Consultant perform, consulting services as an independent Consultant to the Client.

NOW, THEREFORE, the parties agree as follows:

### 1. Services

- (a) Performance: Consultant will perform the consulting services (the “Services”) described in detail on Exhibit A to this Agreement (the “Project Description”) prior to the completion date specified on the Project Description (the “Completion Date”).
- (b) Payment: Subject to the terms and conditions of this Agreement, for the performance of the Services, the Client will pay Consultant fees stated in the Project Description, any expenses incurred by Consultant in performing the Services will be the sole responsibility of Consultant. Consultant will bill the Services for the Client [TIME OF PAYMENT DUE] as agreed in the Project Description. The Client will pay the invoice no later than [NUMBER OF DAYS] days after its receipt.
- (c) Quality of the Services: The Client fully understands that the quality of the Services delivered by the Consultant and the date by which it is delivered by the Consultant is based upon the information and directions provided by the Client and the ability of the Client to communicate requirements with clarity and in a timely manner. The Consultant is responsible for delivering the agreed work in the best interest of the Client.

### 2. Relationship of Parties

- (a) Independent Consultant: Consultant is an independent Consultant and is not an agent or employee of, and has no authority to bind, the Client by contract or otherwise. Consultant will perform the Services under the general direction of the Client, but Consultant will determine, in Consultant’s sole discretion, the manner and means by which the Services are accomplished. The Client has no right or authority to control the manner or means by which the Services are accomplished. The Consultant has no authority to and will not exercise or hold itself out as having any authority to enter into or

conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the Client.

- (b) Ownership of Intellectual Property: Consultant and the Client agree that, to the fullest extent legally possible, all works will be owned exclusively by the Client. Consultant hereby irrevocably transfers and assigns to the Client, and agrees to irrevocably transfer and assign to the Client, all intellectual property or proprietary rights therein (collectively, "Intellectual Property Rights").
- (c) Confidentiality: The Consultant acknowledges that Consultant will acquire information and materials from the Client and knowledge about the business, financial condition, products, customers and suppliers of the Client and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement are and will be the trade secrets and confidential and proprietary information of the Client (collectively, the Confidential Information). Consultant agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in performing the Services, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement.

### 3. Termination and Expiration

- (a) Expiration: Unless terminated earlier, this Agreement will expire on the Completion Date.
- (b) Effect of Expiration or Termination: Upon the expiration or termination of this Agreement for any reason, the Consultant will not be responsible for any additional work as part of the Services outlined in the Project Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the Effective Date.

## **EXHIBIT A**

### Project Description

This Project Description is issued under and subject to all of the terms and conditions of the Project Agreement dated as of [DATE] by and between the Consultant and the Client.

1. Services to be performed and results to be achieved:

[DELIVERABLES SPECIFIED]

2. Total Payment: \$XXXX USD

5. Start Date: [DATE]

6. Estimated Completion Date: [DATE]

AGREED AS OF [DATE]

**CONSULTANT:**

Signature:

**CLIENT:**

Signature:

Name: [YOUR NAME]

Name: [CLIENT NAME]