

CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made on [date] ("Effective Date") between:

Consultant: [Consultant's full legal name or business name], with its address at [address] ("Consultant"),
and

Client: [Client's full legal name or business name], with its address at [address] ("Client").

1. Services and deliverables

1.1 Consultant will provide the following consulting services (the "Services"):

[Describe the engagement: the problem, the activities, the meetings or site visits involved.]

1.2 Consultant will deliver the following (the "Deliverables"):

[List each deliverable, its format and its due date.]

1.3 Out of scope: [List related work that is not included.]

1.4 Consultant decides the methods, hours and location of the work, and uses its own equipment, except:
[anything Client will provide, such as system access].

2. Term

This Agreement starts on the Effective Date and ☐ ends on [date] ☐ ends when the Deliverables are
accepted ☐ continues month to month until ended under Section 9.

3. Fees

3.1 Client will pay Consultant:

☐ a fixed project fee of [\$ amount], payable [schedule, e.g. 50% on signing and 50% on delivery]

☐ [\$ amount] per ☐ hour ☐ day, not to exceed [\$ amount] without Client's written approval

☐ a monthly retainer of [\$ amount] covering up to [number] hours per month. Unused hours ☐ roll over for
one month ☐ expire at month end. Extra hours are billed at [\$ amount] per hour.

3.2 Consultant will invoice ☐ monthly ☐ on the schedule above. Invoices are due within [number] days.

3.3 Client will reimburse reasonable expenses that it approves in advance, such as [travel, materials], with
receipts.

3.4 Late invoices may carry a late fee of [amount or percent] per month, up to the maximum the law allows.

4. Changes

Changes to the Services, Deliverables, schedule or fees take effect only when both parties agree in writing. Email confirmed by both parties counts.

5. Client cooperation

Client will provide the information, access and people reasonably needed for the work, including: [specific items]. Deadlines move if Client's input is late.

6. Confidentiality

6.1 "Confidential Information" means non-public information one party shares with the other for this engagement, such as financial data, customer lists, pricing, plans and methods.

6.2 The receiving party will use Confidential Information only for this Agreement, protect it with reasonable care, and share it only with people who need it for the work and are bound to keep it confidential.

6.3 This does not apply to information that is or becomes public through no fault of the receiving party, was already known to it, is independently developed, or must be disclosed by law (with prompt notice to the other party where allowed).

6.4 These duties last during this Agreement and for [number] years after it ends, and for trade secrets, as long as they remain trade secrets.

6.5 Nothing in this Agreement stops either party from reporting a possible violation of law to a government agency or making disclosures protected by law. Whistleblower immunity notice: Under 18 U.S.C. 1833(b), an individual will not be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret that is made (a) in confidence to a federal, state or local government official, directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed in a lawsuit or other proceeding, if that filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to their attorney and use it in the court proceeding, if they file any document containing the trade secret under seal and do not disclose it except under court order.

7. Ownership of work

7.1 **Deliverables.** Once Client has paid all fees due for a Deliverable, Consultant assigns to Client all copyright and other rights Consultant holds in that final Deliverable. Consultant will sign any further documents reasonably needed to confirm this.

7.2 **Consultant's pre-existing materials.** Consultant keeps ownership of its tools, templates, methods, know-how and materials created before or outside this engagement ("Consultant Materials"). If Consultant Materials are included in a Deliverable, Client receives a non-exclusive, perpetual, royalty-free license to

use them as part of that Deliverable for its internal business purposes.

7.3 **Portfolio.** Consultant ☐ may ☐ may not mention Client's name as a client. Consultant will not publish Client's Confidential Information.

8. Non-solicitation (optional)

☐ Apply this section ☐ Do not apply this section

During this Agreement and for [number] months afterward, neither party will directly solicit the other's employees who worked on this engagement to leave their jobs. General job postings are not solicitation.

9. Termination

9.1 Either party may end this Agreement with [number] days' written notice.

9.2 Either party may end it immediately by written notice if the other seriously breaches it and does not cure the breach within [number] days after written notice.

9.3 On termination, Client pays for Services performed and approved expenses up to the end date, Consultant delivers work in progress, and each party returns or destroys the other's Confidential Information on request.

10. Warranties and liability

10.1 Consultant will perform the Services professionally and with reasonable skill and care. Consultant does not guarantee specific business results, because those depend on Client's decisions and other factors outside Consultant's control.

10.2 Except for breach of confidentiality, gross negligence, intentional misconduct or payment obligations, each party's total liability under this Agreement is limited to the fees paid or payable under it, and neither party is liable for indirect or consequential losses.

11. General terms

11.1 **Independent contractor.** Consultant is an independent business, not an employee, partner or agent of Client, and is responsible for its own taxes, insurance and benefits. Consultant may work for other clients.

11.2 **Entire agreement.** This Agreement is the whole agreement between the parties about this engagement.

11.3 **Amendments.** Changes to this Agreement must be in writing and agreed by both parties.

11.4 **Governing law.** The laws of [State] govern this Agreement.

11.5 **Notices.** Notices must be in writing and sent to the addresses above or to: Consultant: [email]; Client: [email].

11.6 **Severability.** If any part of this Agreement is unenforceable, the rest stays in effect.

11.7 **Assignment.** Neither party may transfer this Agreement without the other's written consent.

11.8 **Electronic signatures.** The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Signatures

Consultant

Signature: _____

Name: [full name]

Date: [date]

Client

Signature: _____

Name: [full name]

Date: [date]