

Consulting Agreement

An agreement for consulting services between a client and a consultant. Template v1.0.

Date of this agreement: _____

Consultant: _____

Client: _____

1. Services

Services:

Start date: _____

End date: _____

The Consultant decides how, when and where to do the work, using its own skill and judgment, and meets the timelines agreed with the Client. This agreement ends on the end date unless both parties extend it in writing.

2. Fees and expenses

Rate or fixed fee: _____

Expenses:

The Consultant invoices: _____

Invoices are due within this many days: _____

Fees exclude taxes, which are added as the law requires. Each invoice shows the hours or milestones it covers.

3. Independent consultant

The Consultant is an independent contractor, not an employee, partner or agent of the Client. The Consultant pays its own taxes, insurance and benefits, and may work for other clients if that does not create a conflict of interest or breach this agreement.

4. Deliverables and intellectual property

Reports, materials and other deliverables made for the Client under this agreement belong to the Client once paid for. The Consultant keeps its own methods, tools, templates and general knowledge, and may reuse them for others without using the Client's confidential information. The Client may use anything of the Consultant's that is part of a deliverable for its own business.

5. Confidentiality

Each party keeps the other's confidential information private and uses it only for this agreement, during the agreement and for three years after. Trade secrets stay protected for as long as they remain secret. This does not cover information that is public or that the law requires to be disclosed.

6. No soliciting staff

During this agreement and for six months after, neither party will actively solicit an employee of the other, whom it worked with on this engagement, to leave their job. A general job advertisement, and hiring someone who answers it, is allowed.

7. Liability

The Consultant gives advice with reasonable skill and care, and the Client makes its own business decisions. Neither party is liable for indirect or consequential loss or lost profits. Each party's total liability is limited to the fees paid under this agreement, except for fraud, breach of confidentiality, unpaid fees or anything the law does not allow to be limited.

8. Ending the agreement

Either party may end this agreement by giving 14 days written notice. Either party may end it at once if the other seriously breaches it and does not fix the breach within 7 days of notice. The Client pays for work done and approved expenses up to the end date.

9. Governing law

This agreement is governed by the laws of:

10. Whole agreement

This agreement is the whole agreement about the Services. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest still applies.

For the Client

Signature

Name

Date

Title

Consultant

Signature

Name

Date

Title