

**17-Consulting Agreement:** Outlines terms between a consultant and client.

## Consulting Agreement

**Effective Date:** [Date]

**Between:**

**Consultant:** [Consultant's Name], located at [Consultant's Address].

**Client:** [Client's Name], located at [Client's Address].

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### 1. Scope of Services

The Consultant agrees to provide the following consulting services ("Services") to the Client:

- **Description of Services:** [Detailed description of the services to be provided]
- **Deliverables:** [List of deliverables, if applicable]
- **Performance Standards:** [Quality standards or benchmarks to be met]

### 2. Term of Agreement

This Agreement shall commence on [Start Date] and continue until [End Date], unless terminated earlier in accordance with Section 8 of this Agreement.

### 3. Compensation

- **a. Payment Amount:** The Client agrees to pay the Consultant a total amount of [Total Amount] USD for the Services.
- **b. Payment Schedule:** Payments shall be made according to the following schedule:
  - [Percentage or Amount] upon signing this Agreement.
  - [Percentage or Amount] upon completion of [Milestone/Deliverable].
  - Final payment of [Percentage or Amount] upon completion of all Services.
- **c. Payment Method:** Payments shall be made via [Payment Method, e.g., bank transfer, check].

### 4. Expenses

Unless otherwise agreed in writing, the Consultant is responsible for all expenses incurred while performing the Services.

### 5. Independent Contractor Status

- The Consultant is an independent contractor and not an employee of the Client.

- The Consultant is responsible for their own taxes, insurance, and benefits.
- Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship.

## 6. Confidentiality

- **a. Definition:** "Confidential Information" includes any non-public information disclosed by the Client to the Consultant in connection with this Agreement.
- **b. Obligations:** The Consultant agrees to keep all Confidential Information confidential and not to disclose it to any third parties without the prior written consent of the Client.
- **c. Exceptions:** Confidential Information does not include information that is publicly available, already known to the Consultant, or required to be disclosed by law.

## 7. Intellectual Property Rights

- **a. Ownership:** Any work product, including reports, documents, or materials developed by the Consultant in the course of providing the Services shall be the property of the Client.
- **b. License:** The Consultant retains the right to use the general knowledge, skills, and experience acquired during the engagement, provided it does not disclose Confidential Information.

## 8. Termination

- **a. Termination for Convenience:** Either party may terminate this Agreement by providing [Number] days' written notice to the other party.
- **b. Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within [Number] days after receiving written notice of the breach.
- **c. Effect of Termination:** Upon termination, the Consultant shall cease all Services and deliver all completed work to the Client. The Client shall pay the Consultant for all Services rendered up to the date of termination.

## 9. Warranties and Representations

The Consultant warrants that:

- They have the necessary skills and expertise to perform the Services.
- The Services will be performed in accordance with industry standards.
- The work product will not infringe upon any third-party rights.

## 10. Indemnification

Each party agrees to indemnify and hold harmless the other party from any claims, losses, or damages arising out of or related to the indemnifying party's breach of this Agreement or negligence.

## **11. Limitation of Liability**

Neither party shall be liable to the other for any indirect, incidental, or consequential damages arising out of or related to this Agreement.

## **12. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of [State/Country], without regard to its conflict of law principles.

## **13. Dispute Resolution**

Any disputes arising under this Agreement shall be resolved through [mediation/arbitration/litigation] in accordance with the laws of [State/Country].

## **14. Notices**

All notices required or permitted under this Agreement shall be in writing and delivered to the parties at their respective addresses provided above or to such other address as either party may specify in writing.

## **15. Amendments**

Any amendments to this Agreement must be made in writing and signed by both parties.

## **16. Severability**

If any provision of this Agreement is found to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.

## **17. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

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**IN WITNESS WHEREOF**, the parties have executed this Consulting Agreement as of the Effective Date.

### **Consultant**

Signature: \_\_\_\_\_

Name: [Consultant's Name]

Date: \_\_\_\_\_

**Client**

Signature: \_\_\_\_\_

Name: [Client's Name]

Date: \_\_\_\_\_