

Consulting Services Agreement Template for IT Projects

This Consulting Services Agreement ("Agreement") is entered into as of [Date] by and between:

Client: [Client Name], with a principal place of business at [Client Address],
and

Consultant: [Consultant Name], with a principal place of business at [Consultant Address].

1. Scope of Services

The Consultant agrees to perform the following services (the "Services") for the Client:

- [Describe IT project scope and deliverables]

Further details may be described in **Schedule A** (attached, if applicable).

2. Term and Termination

This Agreement will commence on [Start Date] and continue until [End Date] unless earlier terminated by either party upon [Notice Period] written notice.

Either party may terminate this Agreement with cause if the other party breaches a material provision and fails to cure such breach within [Days] days after receiving written notice.

3. Fees and Payment

The Client agrees to pay the Consultant as follows:

- Fees: [Hourly/Project-based fee and rate]
- Payment Terms: [e.g., 30 days after invoicing]
- Reimbursement: [List of reimbursable expenses, if any]

4. Independent Contractor Status

The Consultant is engaged as an independent contractor. Nothing in this Agreement shall be interpreted to establish any employment, partnership or joint venture relationship.

5. Confidentiality

Both parties agree to maintain in confidence all proprietary or confidential information disclosed during the course of this Agreement.

6. Intellectual Property

Unless otherwise agreed in writing, all intellectual property and deliverables resulting from the Services shall be considered [Client's property/Consultant's property/subject to license (select one)].

7. Warranties and Disclaimers

The Consultant warrants that the Services will be performed in a professional and workmanlike manner. Except as expressly stated, no other warranties, express or implied, are provided.

8. Limitation of Liability

To the maximum extent permitted by law, neither party shall be liable for any indirect, incidental, or consequential damages arising out of this Agreement.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [*Jurisdiction*].

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral.

Client Signature

Name: _____

Date: _____

Consultant Signature

Name: _____

Date: _____