

Consulting Agreement

Consulting Agreement

This Consulting Agreement is made on _____, by and between _____ (“Consultant”) and _____ (“Customer”).

Whereas Customer requires certain services Consultant can provide, and Consultant wishes to provide services to Customer, the parties agree as follows:

1. Description of Services. Starting on _____ (“Date”), Consultant shall provide the following services (“Services”) for Customer: _____.
2. Performance of Services. The manner in which the Services are to be performed and the hours to be worked by Consultant shall be determined by Customer. Consultant shall get prior approval from Customer for the hours to be worked and billed by Consultant.
3. Expense Reimbursement. Consultant shall get prior approval for the kinds, types, and amounts of expenses to be reimbursed, if any, by the Customer.
4. Payment. Customer will pay Consultant bi-weekly for Services performed and Expenses incurred according to this Agreement.
5. Support Services by Customer. Customer shall provide the following support staff, office space, and services support to Consultant while on Customer premises (“Premises”): _____.
6. Termination. Either party may terminate this Agreement at any time, with or without cause.
7. Relationship of the Parties. Consultant is an independent contractor with respect to, and not an employee of, Customer. Therefore, Customer is not responsible for providing any fringe benefits to Consultant including, but not limited to, health insurance, paid vacation, or any other employee benefit.
8. Disclosure. Consultant must disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to the business of Customer.
9. Employees. Consultant’s employees, if any, who perform services for Customer under this Agreement, directly or indirectly, shall also be bound by the provisions of this Agreement. Consultant shall make take all necessary steps to effect compliance with this condition of the Agreement.
10. Insurance. Consultant shall obtain all necessary insurance and other benefits required by law for its employees or subcontractors. Consultant shall show such evidence to Customer prior to beginning work on Customer’s premises.
11. Assignment. Consultant’s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of

Customer. This consent may be withheld for any reason whatsoever.

12. Intellectual Property. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

A. Consultant's Intellectual Property. Interest in the Intellectual Property that is described on the attached Exhibit 1 is not subject to this Agreement.

B. Development of Intellectual Property. Any improvements to Intellectual Property items listed on Exhibit 1, further inventions or improvements, and any new items of Intellectual Property discovered or developed by Consultant or their Employees, if any, during the term of this Agreement shall be the property of Customer. Consultant shall sign all documents necessary to perfect the rights of _____ in such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents. Upon request, Consultant shall sign all documents necessary to assign the rights to such Intellectual Property to Customer.

13. Confidentiality. Consultant recognizes that Customer will disclose certain proprietary information of a broad nature. Consultant agrees to hold all such information in confidence by itself, and by its employees, if any. This clause shall be interpreted broadly in favor of the Customer.

14. Unauthorized Disclosure of Confidential or other Information. If it appears that Consultant has disclosed, or threatened disclosure, of Information in violation of this Agreement, Customer _____ shall be entitled to an injunction to restrain Consultant or any of its employees, if any, from disclosing, in whole or in part, such Information, or from providing _____ any services to any party to whom such Information has been disclosed or may be disclosed. Customer shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

15. Confidentiality after Termination. The confidentiality and non-disclosure provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

16. Return of Records. Upon termination of this Agreement, Consultant shall deliver all records, notes, memos, email, equipment, and any other related materials to Customer. Consultant will eliminate, erase, and otherwise dispose of any copies under its, or its employees, if any, possession, custody, or control.

17. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or a recognized over night delivery service such as FedEx.

If to the Consultant: _____.

If to the Customer: _____.

18. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

19. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

20. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of _____ and any dispute under this Agreement must be brought in this venue and no other.

21. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

22. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Customer

Consultant

Date

Consulting Agreement Review List

This review list is provided to inform you about this document in question and assist you in its preparation. Customers should always get a consulting agreement signed to limit their exposure to expense and disclosure of confidential information. If the consultant will not sign such an Agreement, don't do the deal. If you are a consultant, a signed deal can benefit you to get terms and conditions agreed to so you can be assured of proper payment and treatment on the job.

1. Sign in multiple copies. Keep one copy with your file for the other party.
2. If Consultant only has one or two employees/contractors, get them to sign this Agreement as well. If you are the Consultant, you are well advised to get your employees/contractors to sign this Agreement so they are bound by its terms as well—and you are not left holding the proverbial “bag” should something go wrong.
3. This is a form of well care that will serve you well over time if you get these agreements signed on a regular basis.