

CONSULTING AGREEMENT

1. 1. Parties

This Consulting Agreement (the "Agreement") is made effective as of [EFFECTIVE DATE] between [CLIENT NAME], a [ENTITY TYPE] with its principal place of business at [CLIENT ADDRESS] (the "Client"), and [CONSULTANT NAME], a [ENTITY TYPE OR INDIVIDUAL] located at [CONSULTANT ADDRESS] (the "Consultant"). The Client and the Consultant are referred to individually as a "Party" and together as the "Parties." Each Party represents that the person signing below has full authority to bind it to this Agreement. Notices are effective when delivered to the addresses above and to [CLIENT EMAIL] and [CONSULTANT EMAIL].

2. 2. Engagement and Scope of Consulting Services

The Client engages the Consultant to provide the following consulting services: [CONSULTING SCOPE, e.g., operational assessment, go-to-market strategy, systems architecture review] (the "Services"). The Services are described in more detail in Exhibit A, including the business objective, the specific workstreams, the meeting cadence, and the expected level of effort of approximately [ESTIMATED HOURS] per [PERIOD]. The Consultant will exercise independent professional judgment in performing the Services and will determine the methods, tools, and sequence of the work. Work outside the described scope, including new workstreams, additional stakeholders, or extended timelines, requires a written change order signed by both Parties before it begins.

3. 3. Term and Termination

This Agreement begins on [START DATE] and continues until [END DATE] or until the Services are completed, unless terminated earlier. Either Party may terminate for convenience by giving [NOTICE PERIOD, e.g., 30 days] written notice. Either Party may terminate immediately if the other materially breaches this Agreement and does not cure the breach within [CURE PERIOD, e.g., 10 days] after written notice. On termination the Client will pay for all Services performed and approved expenses incurred through the termination date, and the Consultant will deliver all completed work product for which payment has been made. Sections covering confidentiality, intellectual property, liability, indemnification, and governing law survive termination.

4. 4. Fees and Rate Structure

The Client will compensate the Consultant on the following basis: [FEE STRUCTURE, e.g., hourly at RATE PER HOUR, day rate of AMOUNT PER DAY, fixed engagement fee of AMOUNT, or monthly fee of AMOUNT]. Where fees are time-based, the Consultant will record time in increments of [TIME INCREMENT] and will not exceed [FEE CAP] in any [BILLING PERIOD] without prior written approval from the Client. Where a fixed engagement fee applies, that fee covers only the Services in Section 2 and assumes the timeline and stakeholder availability described in Exhibit A. Rates are firm through [RATE LOCK DATE] and may be adjusted afterward only by written agreement of both Parties. Time spent traveling at the request of the Client is billed at [TRAVEL RATE].

5. 5. Invoicing, Expenses, and Payment Terms

The Consultant will invoice [INVOICE FREQUENCY, e.g., monthly in arrears or on milestone completion] to [CLIENT BILLING CONTACT], with a summary of activity for the period. Payment is due within [PAYMENT TERM, e.g., 15 days] of the invoice date by [PAYMENT METHOD]. Undisputed amounts not paid when due accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Consultant may suspend the Services after written notice if any invoice is more than [SUSPENSION PERIOD, e.g., 30 days] past due. The Client will reimburse pre-approved, documented

out-of-pocket expenses at cost, including [EXPENSE CATEGORIES, e.g., travel, lodging, third-party data, research subscriptions]; any single expense above [EXPENSE APPROVAL THRESHOLD] requires separate written approval. Invoice disputes must be raised in writing within [DISPUTE WINDOW, e.g., 10 days], and undisputed amounts remain payable on time.

6. 6. Client Responsibilities and Access

The Client will give the Consultant timely access to the people, systems, records, and information reasonably required to perform the Services, including [ACCESS ITEMS, e.g., financial statements, analytics accounts, subject matter experts, site visits]. The Client will designate [CLIENT PROJECT SPONSOR] as the single point of decision for approvals and will respond to requests for information or sign-off within [RESPONSE WINDOW, e.g., five business days]. The Client is responsible for the accuracy and completeness of the information it supplies, and the Consultant may rely on that information without independent verification. Delays caused by unavailable data, unavailable stakeholders, or postponed sessions extend the schedule accordingly and do not reduce fees for time already reserved.

7. 7. Independent Contractor Status and Taxes

The Consultant is an independent contractor and not an employee, partner, agent, or joint venturer of the Client. The Consultant controls the manner and means of performing the Services, supplies its own equipment and workspace, and may perform services for other clients during the Term. The Consultant is solely responsible for all federal, state, and local income taxes, self-employment taxes, licenses, and business registrations arising from this engagement, and the Client will not withhold taxes from payments. The Consultant is not eligible for any employee benefit of the Client, including health coverage, retirement contributions, paid leave, workers compensation, or unemployment insurance. Neither Party may bind the other to any obligation without prior written authorization.

8. 8. Deliverables and Acceptance

The Consultant will provide the following deliverables: [DELIVERABLES, e.g., written assessment, financial model, implementation roadmap, executive presentation], in [FORMAT] by the dates in Exhibit A. A deliverable is accepted when the Client approves it in writing or when [ACCEPTANCE PERIOD, e.g., 10 business days] pass after delivery without written objection identifying specific deficiencies. If the Client objects within that period, the Consultant will correct any deficiency that falls within the agreed scope at no additional charge and resubmit within [CORRECTION PERIOD, e.g., 10 business days]. Requests that change an accepted deliverable or add new analysis are treated as additional work under Section 2 and are billed separately.

9. 9. Intellectual Property and Work Product

On receipt of full payment of all amounts due, the Consultant assigns to the Client all right, title, and interest in the deliverables prepared specifically for the Client under this Agreement (the "Work Product"), including the copyright in them. Until payment is received in full, the Consultant retains all rights and the Client has no license to use, distribute, or act on the Work Product externally. The Consultant retains ownership of its pre-existing frameworks, methodologies, models, templates, benchmarks, and general knowledge and experience (the "Background IP"), and grants the Client a perpetual, non-exclusive, royalty-free license to use the Background IP solely as embedded in the Work Product. Nothing in this Agreement restricts the Consultant from providing similar services to other clients or from using the general skills and know-how gained during the engagement. The Consultant will sign further documents the Client reasonably requests to record the assignment.

10. 10. Confidentiality

Each Party may receive non-public information from the other, including financial data, pricing, customer lists, compensation, strategy, technical information, and unreleased plans (the "Confidential Information"). The receiving Party will use Confidential Information only to perform or receive the Services, will protect it with at least reasonable care, and will disclose it only to personnel and approved subcontractors who need it and are bound by comparable obligations. These duties do not apply to information that is public through no fault of the receiving Party, was known before disclosure, is independently developed, or must be disclosed by law or court order after reasonable prior notice where permitted. Confidentiality obligations continue for [CONFIDENTIALITY PERIOD, e.g., three years] after this Agreement ends, and indefinitely for trade secrets. On request after the engagement, each Party will return or destroy the Confidential Information of the other, except for one archival copy retained for compliance purposes.

11. 11. Conflicts of Interest and Non-Solicitation

The Consultant will disclose in writing any existing or prospective engagement that creates a material conflict with the interests of the Client in [CONFLICT SCOPE, e.g., the same product category and geographic market] before accepting it. Except for that disclosed conflict limitation, this Agreement is non-exclusive and the Consultant may serve other clients, including within the same industry. During the Term and for [NON-SOLICIT PERIOD, e.g., 12 months] afterward, neither Party will knowingly solicit for employment any personnel of the other who were directly involved in the Services, other than through general public job postings. If the Client wishes to engage the Consultant on an exclusive basis in a defined market, the Parties will agree separately on an exclusivity fee of [EXCLUSIVITY FEE].

12. 12. Warranties and Disclaimer of Guaranteed Results

The Consultant represents that it has the experience, qualifications, and legal right to perform the Services and that the Services will be performed in a professional and workmanlike manner consistent with recognized standards for the relevant discipline. The Consultant does not guarantee any particular business, financial, regulatory, or commercial outcome, because results depend on decisions, execution, market conditions, and resources controlled by the Client. The Client is solely responsible for evaluating recommendations, for its own business decisions, and for obtaining independent legal, tax, accounting, or regulatory advice where required. Except for the express warranty in this section, the Services and Work Product are provided without any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

13. 13. Limitation of Liability and Indemnification

Neither Party will be liable for indirect, incidental, consequential, special, or punitive damages, or for lost profits, revenue, savings, or business opportunity, even if advised that such damages are possible. Except for breach of confidentiality, the indemnification obligations in this section, or willful misconduct, the total liability of each Party under this Agreement will not exceed the total fees paid or payable to the Consultant in the [LIABILITY CAP PERIOD, e.g., twelve months] preceding the event giving rise to the claim. The Consultant will defend and indemnify the Client against third-party claims arising from the negligence or willful misconduct of the Consultant or from a claim that the Work Product infringes third-party intellectual property rights. The Client will defend and indemnify the Consultant against third-party claims arising from information supplied by the Client, from decisions made by the Client, or from use of the Work Product beyond the purpose stated in this Agreement. The indemnified Party must give prompt written notice and reasonable cooperation in the defense.

14. 14. Governing Law, Dispute Resolution, and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE] without regard to conflict of laws rules. The Parties will attempt in good faith to resolve any dispute through direct negotiation for at least

[NEGOTIATION PERIOD, e.g., 30 days], followed by non-binding mediation in [MEDIATION LOCATION]. Any unresolved dispute will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE], and the prevailing Party may recover reasonable attorney fees and costs. This Agreement, with its exhibits and signed change orders, is the entire agreement between the Parties on this subject and replaces all prior proposals and understandings; amendments must be in writing and signed by both Parties. Neither Party may assign this Agreement without written consent except to a successor of substantially all of its business, an unenforceable provision will be narrowed rather than voiding the rest, and neither Party is liable for delay caused by events beyond its reasonable control.

15. Signatures

By signing below, each Party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms as of the Effective Date. CLIENT: [CLIENT NAME]. Signature: _____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. CONSULTANT: [CONSULTANT NAME]. Signature: _____. Printed Name: [CONSULTANT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Agreement may be signed in counterparts, and electronic signatures have the same effect as original signatures on a single document.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Consulting engagements vary by state, industry, and profession, and some fields such as financial advice, accounting, engineering, and healthcare carry licensing and regulatory requirements that this document does not address. Review and adapt this language for your own facts, and consult a licensed attorney before relying on it for a significant engagement. Use of this template does not create an attorney-client relationship with ScanContract.