

IT CONSULTING SERVICES AGREEMENT

Client Name: _____ Contract No.: _____

Parties:

Consultant Name: _____

Consultant Address: _____

Client Address: _____

Contact Information: _____

Recitals:

WHEREAS, Consultant is engaged in providing IT consulting services and has the expertise, experience, and capabilities to provide such services; WHEREAS, Client desires to engage Consultant to perform IT consulting services on the terms set forth herein; NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.

1. Scope of Services

Consultant shall provide IT consulting services as described in Exhibit A attached hereto and incorporated herein by reference (the "Services"). Consultant shall perform the Services in a professional and workmanlike manner consistent with industry standards.

2. Term

This Agreement shall commence on the effective date and shall continue until completion of the Services or termination as provided herein.

3. Compensation

Client shall pay Consultant the fees set forth in Exhibit B attached hereto. Payments shall be made according to the schedule specified therein. Late payments shall bear interest at the maximum rate permitted by law.

4. Expenses

Client shall reimburse Consultant for pre-approved, reasonable, and necessary expenses incurred in the performance of the Services. Consultant shall provide documentation of such expenses.

5. Independent Contractor

Consultant is an independent contractor and shall not be considered an employee, agent, or representative of Client. Consultant shall have no authority to bind or obligate Client.

6. Confidentiality

Each party agrees to keep confidential all proprietary or confidential information disclosed by the other party and to use such information solely for the purposes of performing obligations under this Agreement. This obligation shall survive termination of this Agreement.

7. Intellectual Property

Unless otherwise agreed in writing, all work product developed by Consultant specifically for Client pursuant to this Agreement shall be the sole and exclusive property of Client. Consultant hereby assigns all rights, title, and interest in such work product to Client.

8. Warranties and Disclaimers

Consultant represents and warrants that the Services will be performed in a professional manner consistent with industry standards. EXCEPT AS EXPRESSLY PROVIDED, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Indemnification

Consultant shall indemnify, defend, and hold harmless Client from and against any claims, damages, liabilities, costs, and expenses arising from Consultant's gross negligence or willful misconduct in performing the Services.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term and fails to cure within a reasonable time. Upon termination, Consultant shall deliver all work in progress and Client shall pay for Services rendered and expenses incurred through the date of termination.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

13. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through good faith negotiations between the parties. If unresolved, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

14. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months thereafter, neither party shall solicit or hire employees or contractors of the other party without prior written consent.

15. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail return receipt requested, or by electronic means capable of confirming transmission and receipt, to the addresses of the parties.

16. Entire Agreement

This Agreement, together with all Exhibits and attachments, constitutes the entire agreement between the parties and supersedes all prior understandings, agreements, or representations, oral or written.

17. Amendments

No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

18. Severability

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

19. Waiver

No waiver of any breach or default shall be deemed a waiver of any preceding or subsequent breach or default.

20. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

CONSULTANT SIGNATURE

CLIENT SIGNATURE

Signature: _____

Signature: _____

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