

Consulting Agreement

Master terms between [Client legal name] and [Consultancy legal name]
Agreement [reference], effective [date]

CLIENT

[Client legal name], [registered address],
[company and VAT number]

EFFECTIVE DATE

[date]

CLIENT CONTACT FOR NOTICES

[Name], [email]

CONSULTANT

[Consultancy legal name], [registered address],
[company and VAT number]

GOVERNING LAW

[country or state]

CONSULTANT CONTACT FOR NOTICES

[Name], [email]

How to use this template

Replace every [bracketed] field and keep one option where options are given. This agreement holds the legal terms once; each project goes in a Statement of Work signed under it. This template is a starting point, not legal advice: have it reviewed by a lawyer in your jurisdiction, above all clauses 07, 08 and 10.

01 Structure and precedence

- 1.1 This Agreement sets the terms on which the Consultant provides consulting services to the Client. The services, deliverables, schedule and fees of each engagement are set out in a Statement of Work (SOW) signed by both parties.
- 1.2 Each SOW forms a separate contract that includes these terms. If an SOW and this Agreement conflict, this Agreement prevails unless the SOW names the clause it changes.
- 1.3 Neither party is obliged to propose or sign any SOW.

02 Services and standard of care

- 2.1 The Consultant performs the services with the reasonable skill and care of a competent consulting firm, in line with good industry practice and the SOW.
- 2.2 The Consultant decides how, when and where the services are performed, within the schedule and requirements of the SOW, and may use its own staff or approved subcontractors (clause 13).
- 2.3 The Client provides the information, access, people and decisions listed in each SOW on time. The Consultant is not responsible for delays caused by a late Client dependency.

03 Fees, invoicing and payment

- 3.1 Fees, billing model and invoicing schedule are set in each SOW. Fees exclude VAT and similar taxes, which are added at the applicable rate.
- 3.2 Invoices are payable within [30] days of receipt, by bank transfer to the account shown on the invoice.
- 3.3 If the Client disputes part of an invoice, it says so in writing within [10] days, with reasons, and pays the undisputed part on time.
- 3.4 Late payments bear interest at [the statutory rate for commercial transactions under the governing law] from the due date, plus compensation for recovery costs as provided by law.
- 3.5 If an invoice is more than [30] days overdue, the Consultant may suspend the services after giving [7] days' written notice.

04 Expenses

Expenses are reimbursed at cost only when approved in writing in advance and supported by receipts. [Travel policy, if any.]

05 Independent contractor

- 5.1 The Consultant is an independent contractor. Nothing in this Agreement creates employment, partnership, agency or a joint venture.
- 5.2 The Consultant is responsible for its own taxes, social security, insurance and the employment terms of its staff.
- 5.3 The Consultant may provide services to other clients, subject to clause 06.

06 Confidentiality

- 6.1 Each party keeps the other's confidential information confidential, uses it only for this Agreement and shares it only with staff and advisers who need it and are bound by the same duty.
- 6.2 This does not apply to information that is public through no fault of the receiving party, was already known to it, is developed independently, or must be disclosed by law.
- 6.3 These duties last during this Agreement and for [3] years after it ends; trade secrets stay protected for as long as they remain secret.
- 6.4 At the end of each SOW, each party returns or deletes the other's confidential information on request, except copies it must keep by law.

07 Intellectual property

- 7.1 Each party keeps its background IP: the materials, methods, tools and know-how it owned before an SOW or developed outside it.
- 7.2 On full payment of the related fees, the Consultant assigns to the Client all rights in the deliverables created specifically for the Client under an SOW.
- 7.3 Where background IP is built into a deliverable, the Consultant grants the Client a non-exclusive, perpetual, royalty-free license to use it as part of that deliverable for the Client's internal business.
- 7.4 The Consultant may reuse its general skills, know-how and non-confidential methods.

08 Data protection

- 8.1 Each party complies with the data protection law that applies to it, including the GDPR where relevant.
- 8.2 If the Consultant processes personal data on the Client's behalf, the parties sign a data processing agreement that meets Article 28 of the GDPR before that processing starts. [\[Attach it as Annex B.\]](#)

09 Warranties

- 9.1 Each party warrants that it has the authority to enter into this Agreement.
- 9.2 The Consultant warrants that, to its knowledge, the deliverables do not infringe the rights of third parties.
- 9.3 All other warranties are excluded to the extent the law allows.

10 Limitation of liability

- 10.1 Nothing in this Agreement limits liability for fraud, for death or personal injury caused by negligence, or for anything else that cannot be limited by law.
- 10.2 Subject to 10.1, neither party is liable for loss of profit, revenue or data, or for indirect or consequential loss.
- 10.3 Subject to 10.1, each party's total liability under each SOW is limited to [100]% of the fees paid and payable under that SOW in the [12] months before the claim.

11 Insurance

The Consultant maintains professional indemnity insurance of at least [\[amount\]](#) per claim during this Agreement and for [2] years after it ends, and shows evidence of it on request.

12 Non-solicitation

During each SOW and for [12] months after it ends, neither party solicits for employment anyone from the other party who worked on that SOW, without written consent. General job advertisements are not solicitation.

13 Subcontracting and assignment

- 13.1 The Consultant may use subcontractors with the Client's prior written approval, which is not unreasonably withheld, and remains responsible for their work.
- 13.2 Neither party may assign this Agreement without the other's written consent, except to a successor of its whole business.

14 Publicity

Neither party uses the other's name or logo in marketing without prior written consent. [\[The Consultant may name the Client in its client list: yes or no.\]](#)

15 Term and termination

- 15.1 This Agreement starts on the effective date and continues until terminated. Each SOW runs for the period it states.

- 15.2
- Either party may terminate this Agreement or an SOW for convenience with [30] days' written notice.
- 15.3
- Either party may terminate immediately by written notice if the other materially breaches this Agreement and does not remedy the breach within [15] days of being asked to, or becomes insolvent.
- 15.4
- On termination, the Client pays for services performed and expenses approved up to the termination date. Clauses 06, 07, 10, 12 and 17 continue to apply.

16
Force majeure

Neither party is liable for delay caused by events beyond its reasonable control. The affected party informs the other promptly; if the event lasts more than [60] days, either party may terminate the affected SOW.

17
Disputes and governing law

- 17.1
- The parties first try to settle any dispute through their senior representatives within [15] business days of written notice of it.
- 17.2
- This Agreement is governed by the law of [country or state]. The courts of [city, country] have exclusive jurisdiction. [Optional: mediation or arbitration under named rules.]

18
General

Notices are given in writing to the contacts above [or by email]. This Agreement and its SOWs are the entire agreement on their subject. Changes are valid only in writing signed by both parties. If a clause is invalid, the rest remains in force. This Agreement may be signed electronically and in counterparts.

19
Signatures

For [Client legal name]	For [Consultancy legal name]
Name _____	Name _____
Title _____	Title _____
Signature _____	Signature _____
Date _____	Date _____

A
Annex: SOWs under this Agreement

List every Statement of Work signed under this Agreement, so both parties know which projects these terms cover.

SOW	Project	Period	Signed on
[SOW-001]	[Project name]	[start] to [end]	[date]
[SOW-002]	[Project name]	[start] to [end]	[date]
[SOW-003]	[Project name]	[start] to [end]	[date]