

## Consulting Services Agreement Number 999999

This Consulting Services Agreement ("Agreement") is entered into by and between XXXX, (hereinafter referred to as "XXXX"), and YYYYYYYYYYYY, with offices at \_\_\_\_\_ (hereinafter referred to as "Customer").

**IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES SET FORTH HEREINAFTER, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:**

1. **SERVICES.** XXXX agrees to provide services to Customer in accordance with the provisions of this Agreement. A detailed description of XXXX's performance of consulting services shall be set forth in a separate written Statement of Work referencing this Agreement (the "Statement of Work").
2. **ACCEPTANCE.** Customer's written acknowledgment of this Agreement or commencement of any services hereunder shall constitute acceptance by Customer of this Agreement and all of its terms and conditions. No additional terms and conditions stated by Customer in acknowledging or otherwise accepting this Agreement shall be binding upon XXXX unless specifically accepted in writing by XXXX.
3. **COMPENSATION.** In full consideration for the services to be provided by XXXX hereunder, Customer shall pay XXXX as specified in the Statement of Work. XXXX shall be reimbursed for the actual cost of travel and living expenses incurred in connection with the performance of the services described herein. Said costs shall exclude all profits and are reimbursed only if directly related to and required for performance of the services hereunder.
4. **TERMS OF PAYMENT.** Customer will pay invoices within ten (10) days after date of invoice or date of mailing, whichever is later. Invoices will be submitted to:

**XXXX**

Address

5. **LIMITATION OF LIABILITY.**

5.1 *XXXX MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.*

5.2 *IN NO EVENT SHALL XXXX BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO CUSTOMER OR ANY OTHER PARTY AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE BY XXXX OF ANY SERVICES DESCRIBED HEREIN, (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, PROFITS, OR USE OF SOFTWARE) WHETHER FORESEEABLE OR NOT, EVEN IF XXXX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. XXXX's liability with respect to, arising from, or in connection with this Agreement, whether in contract, in tort, or otherwise, is limited to amounts paid by Customer to XXXX, excluding travel and per diem expenses, pursuant to the terms hereof.*

6. **STAFFING.** XXXX shall provide competent personnel with the necessary skill, experience, and professional qualifications to carry out the services. XXXX will use its sole discretion in selection of all its personnel nominated to carry out the services. If, however, in Customer's reasonable opinion any of XXXX's personnel fail to carry out the services with sufficient competency, Customer may notify XXXX. Upon such notice, XXXX shall rectify the situation as is reasonably possible.
7. **GENERAL.**
  - 7.1 This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of XXXXXXXXXX.
  - 7.2 Any notices, consents, or instructions required or permitted to be given pursuant to this Agreement shall be in writing and shall become effective when delivered by hand or via certified mail, postage prepaid, return receipt requested, to XXXX or Customer, as the case may be, at their respective addresses set forth herein or at such other address as XXXX or Customer shall from time to time designate to the other party by notice similarly given.
  - 7.3 No term or provision hereof shall be deemed waived by either party, and no breach excused by either party, unless the waiver or consent shall be in writing signed by the party granting such waiver or consent.
  - 7.4 XXXX will furnish services in two different versions:
    - a). As an independent contractor with sole authority to control and direct the performance of the details of the services, Customer being interested only in the results obtained.
    - b). Customer tasks with respect to which XXX performs Services shall remain under the Customer's management, control, and supervision. XXX reserves the sole right to: (1) Assign, reassign, and substitute its personnel at any time; and (2) Provide to its other customers the same or similar services. XXX makes no representation regarding results or the attainment of any objectives in connection with the Services.
  - 7.5 The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Agreement by XXX personnel or jointly by both parties, can be used by either party in any way it deems appropriate. Each invention, discovery, or improvement which includes such ideas, concepts, know-how, or techniques shall be treated as follows: (1) If made by the customer, it shall be the property of the Customer; (2) If made by XXX, it shall be the property of XXX, and XXX grants to the Customer a non-exclusive and royalty-free license throughout the world; (3) If made jointly by both parties, it shall be jointly owned without accounting. XXX may elect to develop materials that are competitive, irrespective of their similarity to materials which might be supplied to the Customer hereunder.
  - 7.6 Neither this Agreement, nor any term or condition therein, shall create an agency, joint venture, or partnership relationship between the parties, nor shall either party hold itself out to third parties in such capacity. Neither party has the power or authority to act for, represent, or bind the other in any manner.
  - 7.7 Each party shall treat, protect, and safeguard as proprietary and confidential all pertinent information disclosed to the other under this Agreement. Each party agrees that it will not make use of, either directly or indirectly, any of the information which it has received from

the other, other than for the purpose for which the information has been disclosed, except with specific prior written authorization. Each party agrees not to disclose, publish, or otherwise reveal any such information to any party without specific prior written authorization.

These restrictions will not apply to any information which (a) is rightfully known or is in the rightful possession of either party as of the date of its disclosure; (b) is generally distributed or made available to others by the parties following the date of its disclosure without restriction as to use or disclosure; (c) lawfully becomes known or available to the parties from third parties who are not under a similar agreement, directly or indirectly, with a party hereto regarding disclosure.

- 7.8** Excepting provisions of this Agreement relating to protection of proprietary information and the obligation of payment for services performed in accordance with the Agreement, neither party shall be in default of the terms hereof if such action is due to a natural calamity, act of government, or similar causes beyond the control of such party.
- 7.9** Each of the parties hereto agrees that, while performing services under this Agreement, and for a period of one (1) year following the termination of this Agreement, neither party will, except with the other party's prior written approval, solicit or offer employment, whether directly or indirectly, to the other party's employees or staff engaged in any efforts under this Agreement.
- 7.10** This Agreement together with all appendices, attachments, and exhibits hereto constitute the entire agreement and understanding between the parties covering the subject matter described herein, and supersedes and replaces all prior oral or written statements, negotiations, proposals, or communications not expressly set forth herein. No modifications or amendments shall be valid unless rendered in writing and signed by both parties.
- 8. TERM.** This Agreement shall become effective upon the date shown below and shall remain in effect until terminated by either party upon thirty (30) days prior written notice. On the effective date of such termination, Customer shall reimburse XXXX for all travel and per diem expenses incurred by XXXX in the performance of the services provided under this Agreement through effective date of termination.

**THE DATE OF THIS AGREEMENT IS \_\_\_\_\_, 20\_\_\_\_.**

**XXXX**

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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