

# Project-Based Consulting Agreement

This Project-Based Consulting Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Client:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

## 1. Scope of Services

Consultant agrees to provide the following project-based services ("Services"):

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(Describe the specific services and deliverables.)

## 2. Term and Timeline

This Agreement will commence on \_\_\_\_\_ and shall continue until completion of the Services, unless sooner terminated in accordance with this Agreement.

## 3. Fees and Payment

- Project Fee:** Client shall pay Consultant the total fee of \$\_\_\_\_\_ for the completion of the Services.
- Payment Schedule:**

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(Describe when payments are due, e.g., upon milestones or completion.)

## 4. Confidentiality

Consultant shall keep confidential all proprietary information received from Client and shall not disclose such information to any third party without Client's prior written consent.

## 5. Intellectual Property

Unless otherwise agreed in writing, all deliverables produced under this Agreement shall be the property of the Client upon full payment of the fees.

## 6. Independent Contractor

Consultant is engaged as an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship.

## 7. Termination

Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement.

## 8. General Provisions

- Entire Agreement:** This Agreement contains the entire understanding between the parties.
- Amendments:** No amendment shall be effective unless in writing and signed by both parties.
- Governing Law:** This Agreement will be governed by the laws of the State of \_\_\_\_\_.

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Client Signature & Date

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Consultant Signature & Date