Consulting combo version kit

Save money with our Consulting Combo Version Kit!

Our Combo Version Kit contains everything you will need for your consulting business.

- Consulting Agreement Short Version
- Consulting Agreement Long Version
- Tender Of Consulting Services
- Confidentiality Agreement
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Have a look at the following excerpts.

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CONSULTING AGREEMENT LONG VERSION

Draft

BETWEEN	**AND**
Company Name:	Consultant's Name:
Officer's Name:	Officer's Name:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
(hereinafter referred to as the "Client")	(hereinafter referred to as the "Consultant")

(the Client and the Consultant hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS :

WHEREAS the Client desires that the Consultant provides him with the services set forth in this Agreement;

WHEREAS the Consultant wishes to provide these services for good and valuable consideration;

WHEREAS the Parties wish to confirm their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 **Recital :** The recitals are an integral part of this Agreement. In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

DUTIES AND SERVICES.

2.0 **Scope of Services**. Consultant agrees to perform for Client the services listed in the Scope of Services section in Exhibit A, attached hereto and executed by both Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

3.0 **Standard of performance** . In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in the field specified in Recital of this Agreement, and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in that field.

4.0 **No inconsistent restrictions**. The Consultant represents and warrants to the Client that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her Duties. Consultant represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he/she performs Services concurrently with those performed herein.

5.0 **Complying with regulations**. In performing the Services, Consultant shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Client for any governmental authority with respect to the Client's business.

CONSIDERATIONS

6.0 **Rate of Payment for Services**. Client agrees to pay Consultant for Services in accordance with the schedule contained in Exhibit B attached hereto and executed by both Client and Consultant.

7.0 **Invoicing**. Client shall pay the amounts agreed to herein upon receipt of invoices, which shall be sent by Consultant, and Client shall pay the amount of such invoices to Consultant as set in Exhibit B.

CONFIDENTIALITY

8.0 Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical or support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

STAFF

9.0 Staff.

a. **Status**: Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Client's normal business hours and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder.

b. **Assistance:** The services shall be performed by Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement.

c. **Use of Time:** Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the services shall be provided by Consultant.

Tender of Service *(sample)*

Consultant:	Client:
Address:	Address:
Tel: ( ) Fax: ( )	Tel: ( ) Fax: ( )
Represented by:	Represented by:
Title:	Title:

DESCRIPTION OF SERVICES:	
Phases	**Estimated Required Time**
Phase 1:	
• •	
Sub-Total	
Phase 2:	
• •	
Sub-Total	
Phase 3:	
•	
Sub-Total	
OTHER ACTIVITIES	
•	Not Requested At This Time
•	

ESTIMATED COST	**HOURS**	**RATE**	**SUB-TOTAL**
Phase 1:			
Phase 2:			
Phase 3:			
First year estimated cost			

CONSULTING AGREEMENT SHORT VERSION

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CONSULTING AGREEMENT SHORT VERSION

This agreement dated _____, is made By and Between _____, whose address is _____, referred to as "Client", AND _____, whose address is _____, referred to as "Consultant."

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

RECITALS :

WHEREAS the Client desires that the Consultant provides him with the services set forth in this Agreement;
WHEREAS the Consultant wishes to provide these services for good and valuable consideration;
WHEREAS the Parties wish to confirm their agreement in writing;
WHEREAS the Parties are duly authorized and have the capacity to enter into and execute this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Services**. The Client hereby employs the Consultant to perform the following services in accordance with the terms and conditions set forth in this agreement:

   The Consultant will.. *write the description here!*

   Client is hereby contracting with Consultant for the services to be rendered and Consultant reserves the right to determine the method, manner and mean by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Consultants time spent at the premises is to be at the discretion of the Consultant; subject to the Client's normal business hours and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder.

2. **Terms of Agreement**. This agreement will begin _____ and will end _____. Either party may cancel this agreement on thirty (30) days notice to the other party in writing, by certified mail or personal delivery.

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MUTUAL NON-DISCLOSURE AND NON-CIRCUMVENTION AGREEMENT

This Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made and entered into as of the ____ day of_____200_ by and between:

Company Name:	Company Name:
Officer's Name:	Officer's Name:
Address:	Address:
(having its principal place of business at)	(having its principal place of business at)
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Web Address:	Web Address:
(hereinafter referred to as the "First Party")	(hereinafter referred to as the "Second Party")

(hereinafter collectively referred to as the "Parties")

This agreement establishes an understanding between the parties and as such both parties agree to be bound by its Terms and Conditions. This agreement shall not become binding upon the parties until it has been signed by an authorized representative of the Parties and signed and accepted by authorized officers.

W I T N E S S E T H:

1. Purpose. The First Party and Second Party wish to explore a business opportunity of mutual interest concerning each Party's business, operations, proprietary technology, and products. In connection with this opportunity certain trade secrets and business information proprietary to each Party and which each Party considers Confidential Information (as defined below) may be provided to one Party (the "Promisor") by the other party (the "Discloser"). This Agreement is intended to allow both Parties to have open discussions regarding Confidential Information, while still affording complete protection

of the Discloser's confidential Information against disclosure or unauthorized use. Written agreements regarding authorized disclosures or use of the Discloser's Confidential Information may, but need not, be entered into between the Parties in the future.

2. Definition. "Confidential Information" means any disclosure of proprietary information relating to:

i. the Discloser's proprietary technology and products, including without limitation, technical data, trade secrets, know-how, research, product plans, ideas or concepts, products, services software, inventions, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information (collectively "Technical Information"), and

ii. proprietary information relating to the discloser's operations and business or financial plans or strategies, including but not limited to customers, customer lists, vendors, suppliers, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information (collectively, "Business Information"),disclosed to Promisor by the Discloser, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities.

Confidential Information does not include any of the foregoing items which:

i. is known to Promisor at the time of the disclosure to Promisor by the Discloser as evidenced by written records of Promisor,

ii. has become publicly known and made generally availablethrough no wrongful act of Promisor, or

iii. has been rightfully received by Promisor from a third party who is authorized to make such disclosures.

3. Non-Disclosure of Confidential Information. Promisor agrees not use any Confidential Information disclosed to it by the Discloser for its own purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Promisor and the Discloser. Promisor will not disclose any Confidential Information of the Discloser to third parties or to employees of Promisor except to its employees who are required to have the information in order to carry out the discussions of the contemplated business. Promisor will have or has had its employees, contractors or agents who have access to Confidential Information of the Discloser sign a non-disclosure agreement in content substantially similar to this Agreement and will promptly notify the Discloser in writing of the names of each such employee upon the request of the Discloser at any time. Promisor agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Promisor utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. Promisor agrees to notify the Discloser promptly in writing of any misuse or misappropriation of Confidential Information of the Discloser which may come to the Promisor's attention.

4. Non-Circumvention. In consideration of the Owner's disclosure of the Confidential Information, the Promisor shall not at any time prior to the date immediately preceding the fifth anniversary date of this Agreement, attempt in any manner to commercially exploit, either directly or indirectly, the proposed and existing business concepts and plans of the Owner or any of the Confidential Information without the Owner's prior written consent, that may be given or withheld by the Owner in its sole discretion. The parties

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ARBITRATION & PROCEDURES CLAUSE.

1. **Exclusive Remedy.** After a [e.g., thirty (30)] day waiting period (the "Waiting Period"), any dispute, controversy, or claim arising out of or relating to this Agreement, or the formation, breach, termination or invalidity thereof, shall be settled by submission to final, binding and non-appealable arbitration ("Arbitration") in accordance with the Rules of the American Arbitration Association (the "Association"), as then in effect, except as varied or excluded by this Agreement, without any right by any party to a trial de novo in a court of competent jurisdiction. During the Waiting Period, the parties shall work diligently and in good faith and use their best efforts to amicably resolve the dispute.

2. **Place of Arbitration**. The Arbitration shall be conducted in [City], [State], by the Regional Office of the Association.

3. **Costs and Fees**. Each party shall, except as otherwise provided herein, be responsible for its own expenses, including legal fees, incurred in the course of any arbitration proceedings. The fees of the arbitrators shall be divided evenly between the parties.

4. **Procedure**. The parties shall follow the procedures described below:

   (a) Following the Waiting Period, the party seeking Arbitration (the "Demanding Party") shall give notice of a demand to arbitrate (herein referred to as the "Demand") to the other party (the "Non-Demanding Party") and to the Association. The Demand shall include (A) a statement of the nature of the dispute, (B) copies (if any) of all supporting documentation in the possession of the Demanding Party, (C) a copy of this Section, and (D) the name of the arbitrator selected by the Demanding Party.