# **Sample Consulting Partner Contract Sections**

The following are the sections contained in sample partner contracts.

Sample contract sections

**Master Services Agreement (MSA)**

1. Participating parties
2. Scope of services
3. Terms of agreement
   1. Termination clause
4. Independent contractor clauses
5. Fees, expenses, and payment
6. Treatment of Consultant Personnel
   1. Compensation
   2. Workers' compensation
   3. Consulting Partner’s agreements with personnel
   4. State and federal taxes
7. Intellectual property rights
   1. Company property
   2. Consulting Partner’s property
   3. Concept, ideas, know how
8. Proprietary information
9. Publicity; Use of Marks
10. Warranties
    1. Warranty period, remedies, exclusions
11. Indemnification
    1. Intellectual property infringement indemnity
       1. Cross indemnity
       2. Conduct of litigation
       3. Mutual liability limitations and exclusions
12. Insurance
13. No exclusivity
14. Assignment
15. Governing Law/Jurisdiction
16. Remedies
17. Notices
18. Project Interface
19. Enforceability
20. Attorney Fees
21. Counterparts
22. Successors and Assigns
23. Conflicting Agreement
24. Partial Invalidity
25. Entire Agreement
    1. Signatures

**Statement of Work (SoW)**

1. Intro - relevant parties
2. Background and objectives
3. Professional services
   1. Description of services
4. Requirements and criteria
5. Supplier responsibilities
6. Company responsibilities
7. Schedule of work
8. Fees and reimbursement
9. Expenses
10. Signatures

# **APPENDIX: Sample Statement of Work**

This is a sample Statement of Work for work in the USA

[DATE]

[Client Name and Address]

Re: [Project Name]

Dear [Client]:

Consulting Partner (“Consulting Partner”) is pleased to provide this Arrangement Letter (“Arrangement Letter”) confirming the services to be provided by to assist NetHope (“Client”).

1.0 Background & Project Description

[Placeholder]

Services and Deliverables

**Services**

Consulting Partner will provide the following Services to assist Client with the Project (the “Services”) focusing on the following activities over the [Timeframe] period:

[**Placeholder**]

Deliverables

The following deliverables (“Deliverables”) will be produced by [Consulting Partner] (“Project Team”), further described below.

|  |  |  |  |
| --- | --- | --- | --- |
| Deliverables\* | Description | [Consulting Partner] Responsibility (Primary/Assist) | Client Responsibility (Primary/Assist) |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

\*The party with “Primary” responsibility shall have the obligation of completing that task or Deliverable and directing the party with “Assist” responsibility. The party with “Assist” responsibility shall assist the party with “Primary” responsibility. [Consulting Partner] will not have warranty obligations with respect to a Deliverable unless it has “Primary” responsibility for that Deliverable.

The acceptance criteria for the Deliverables primarily developed by [Consulting Partner] shall be compliance to the Deliverable description set forth in the table above, or such other acceptance criteria as the parties may agree to in writing subject to a Change Order. The only basis for acceptance of Deliverables will be material compliance to such description or acceptance criteria, in accordance with the acceptance procedures in Section 4 of the Standard Business Terms. The only basis for rejection of Deliverables will be the failure of the Deliverables to materially comply to such description or acceptance criteria, in accordance with the acceptance procedures in Section 4 of the Standard Business Terms.

Unless otherwise agreed to in writing by the parties, the above describes [Consulting Partner’s] complete scope of Services.

Project Location, Timing, and Staffing

**Project Location**

The work on the Project will be performed in [Location; specify remote vs. on-site, and travel for key meetings/workshops].

Timing

The Services will commence on [Date]. The timeframe established for performance of the Services will be [Duration].

Staffing/Project Team

Consulting Partner:

The [Consulting Partner’s] team (“Project Team”) will consist of the following roles:

|  |  |
| --- | --- |
| **Name** | **Role** |
|
|  |  |
|  |  |
|  |  |
|  |  |

Other members of [Consulting Partner] may provide input and support on an ad-hoc “when needed” basis. Parties may agree to adjust the team capacity for this LOE which shall be subject to a Contract Change Request in which the new capacity shall be agreed between the Parties.

Client:

The Project will be under the control of [Client Sponsor].

Client Obligations and Assumptions

In addition to any other responsibilities or assumptions described in this Arrangement Letter, set forth below is a list of the obligations for which Client will be responsible, conditions on [Consulting Partner’s] performance, and assumptions upon which [Consulting Partner] relies in agreeing to perform the Services described in this Arrangement Letter on the terms set out herein (collectively “Client’s Obligations”). If any of Client’s Obligations are not performed or prove to be incorrect, it may cause changes to the Project schedule, fees and expenses, Deliverables, level of effort required, or otherwise impact [Consulting Partner’s] performance of the Services described in this Arrangement Letter, and [Consulting Partner] shall have no liability with respect to its inability to perform the Services resulting therefrom. Client shall grant to [Consulting Partner] such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case maybe, and shall pay to [Consulting Partner] any additional fees necessary to compensate [Consulting Partner] for any necessary additional effort or expenses.

Client shall set overall direction for the Project team, make choices on direction, options and priorities, and take ownership for the outcomes.

Client will commit the necessary resources and management involvement to support the Project and perform the agreed upon acceptance procedures in Section 4 in the Standard Business Terms in a timely manner, and who have access to tools and data required for the Project.

Client would provide access to any data required for the Project. [Consulting Partner] shall have no access to client Personal Data.

Decisions to be made by the Client will be made promptly and without delay.

Client shall be responsible for obtaining, at no cost to [Consulting Partner], consents for [Consulting Partner]’s use of any third-party products, including, but not limited to software (including purchase of any licenses), necessary for [Consulting Partner] to perform its obligations under this Arrangement Letter.

Client shall be responsible for the performance of other contractors or vendors engaged by Client in connection with the Project and ensuring that they cooperate with [Consulting Partner].

Any Confidential Information disclosed to third parties contracted by the Client shall be subject to the confidentiality obligations of the Standard Business Terms.

Client shall be responsible for its operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by [Consulting Partner]. Client will be solely responsible for determining whether any Services provided by [Consulting Partner] (i) meet Client’s requirements; (ii) comply with all laws and regulations applicable to Client; and (iii) comply with Client’s applicable internal guidelines and any other agreements it has with third parties.

5.0 Project Fees and Expenses

[Consulting Partner] will perform the Services on a [TBD]. Based on the terms set forth in this Arrangement Letter, [Consulting Partner’s] fees for its Services as defined above will be [Total Cost], plus actual out-of-pocket expenses including, but not necessarily limited to, travel and lodging expenses to [Location] and all taxes, as applicable.

|  |  |  |
| --- | --- | --- |
| **Phase** | **Fees** | **Comments** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Notwithstanding the Standard Business Terms in Attachment A, [Consulting Partner] will invoice this amount at the [Agreed Upon Time].

This Arrangement Letter is subject to the Standard Business Terms set forth in Attachment A to this Arrangement Letter.

\* \* \* \* \* \*

[Consulting Partner] appreciates the opportunity to be of service to Client and looks forward to working with you on this interesting and challenging Project. If it is consistent with your understanding and acceptable to Client, please sign each of the two originals and return one to me while retaining one for your files. If you have any questions or concerns, please do not hesitate to contact me at xxx@consultingpartner.com.

Very truly yours,

Consulting Partner

Accepted and Agreed:

Client

Signatory

Managing Director

Client POC

Dependent on Country

Name (Printed or Typed)

Address (Printed or Typed)

Title (Printed or Typed)

Address (Printed or Typed)

Date

**Attachment A**

**Standard Business Terms**

[Include terms and conditions for you organization based on geography of service]