



# PROPOSAL KIT SAMPLE

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For example, some documents are used in a longer sequence one after the other. Some include optional exhibit and schedules.

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<https://www.proposalkit.com/htm/business-proposal-writing-tips.htm>

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## COMPUTER CONSULTING AGREEMENT

THIS AGREEMENT is made this <<CurrentDay>> day of <<CurrentMonth>>, <<CurrentYear>> by and between <<Company>> ("Consultants") and <<CustCompany>> ("Customer").

### Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Consultants hereby agree as follows:

#### 1. Services.

Consultants shall, during the Term (as defined below) provide to Customer the computer consulting services described below (the "Services" or "Work Product"), at such times as Customer may reasonably request.

Services include, but are not limited to:

- a) <<Enter Service or Work Product Description here>>
- b) <<Enter Service or Work Product Description here>>
- c) <<Enter Service or Work Product Description here>>
- d) <<Enter Service or Work Product Description here>>

#### 2. Specifications.

Consultants agree to perform the services pursuant to the specifications set forth in Exhibit B attached hereto (the "Specifications").

#### 3. Term of Service.

Term of this Agreement shall commence on <<StartDate>> and shall continue in full force and effect until terminated by either party upon at

Customer Initials \_\_\_\_\_ Consultant Initials \_\_\_\_\_

least (90) days prior written notice. Absent a termination notice, no event (except breach) may this Agreement be terminated prior to <<EndDate>>. Upon termination of this Agreement, Consultants shall transfer and make available to Customer all property and materials in Consultant's possession or subject to Consultant's control that are the rightful property of Customer. Consultants shall make every reasonable effort to secure all written or descriptive matter which pertains to the Services or Work Product and agrees to provide reasonable cooperation to arrange for the transfer of all property, contracts, agreements, supplies and other third-party interests, including those not then utilized, and all rights and claims thereto and therein. In the event of loss or destruction of any such material or descriptive matter, Consultants shall immediately notify Customer of the details of the loss or destruction in writing and provide the necessary information for a loss statement or other documentation to Customer.

#### **4. Ownership Rights.**

Consultants shall have ownership to all Consultant's Materials.

"Consultant's Material" consists of all copyrightable:

- a) Materials that do not constitute Services or Work Product (as defined in Sect 1, Services and Exhibit B, Specifications)
- b) Materials that are solely owned by Consultants or licensed to Consultants.
- c) Materials that are incorporated into the Work Product or a part of the Services.

Additional material shall include, but are not limited to:

<< Insert additional Consultant's Material here. >>

Consultant shall hold all right, title, and interest in and to Consultant's Material. Customer shall not do anything that may infringe upon or in any way undermine Consultants' right, title, and interest in Consultant's Material, as described in this paragraph 4. Notwithstanding the above, Consultant hereby grants Customer an unrestricted, nonexclusive,

perpetual, fully paid-up worldwide license for the use or for the sublicense of the use of Consultant's Material for the purpose of

<< Insert purpose the Consultant's Material will be used for here. >>

## **5. Compensation.**

For all of Consultants' services under this Agreement, Customer shall compensate Consultants, in cash, pursuant to the terms of Exhibit A attached hereto. In the event Customer fails to make any of the payments referenced in Exhibit A by the deadline set forth in Exhibit A, Consultants have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement (breach), (2) immediately stop all services, (3) bring legal action.

## **6. Mutual Confidentiality.**

Customer and Consultants acknowledge and agree that the Specifications and all other documents and information related to the performance, production, creation or any expression of the services or work product are the property of Customer. Materials provided between Consultants and Customer (the "Confidential Information") including, but not limited to, documentation, product specifications, drawings, pictures, photographs, charts, correspondence, supplier lists, financial reports, analyses and other furnished property shall be the exclusive property of the respected owner (the "Owning Party") and will constitute valuable trade secrets. Both parties shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without prior written consent from the owning party, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public or had been previously made available by the owning party in a public venue.

## **7. Limited Warranty and Limitation on Damages.**

Consultants warrant the Services or Work Product(s) will conform to the Specifications. If the Services or Work product do not conform to the Specifications, Consultants shall be responsible to correct the Services or

Customer Initials \_\_\_\_\_ Consultant Initials \_\_\_\_\_

Work Product without unreasonable delay, at Consultants' sole expense and without charge to Customer, to bring the Services or Work Product into conformance with the Specifications. This warranty shall be the exclusive warranty available to Customer. Customer waives any other warranty, express or implied. Customer acknowledges that Consultants are not responsible for the results obtained by Customer when using any Services or Work Product produced by Consultants. Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to Consultants as set forth in Exhibit A attached hereto. No action, regardless of form, arising out of the Services rendered or Work Product, under the Agreement, may be brought by either party more than one year after the cause of action has occurred. In no event shall Consultants be held liable for consequential damages.

#### **8. Independent Contractor.**

Consultants are retained as independent contractors. Consultants will be fully responsible for payment of their own income taxes on all compensation earned under this Agreement. Customer will not withhold or pay any income tax, social security tax, or any other payroll taxes on Consultants' behalf. Consultants understand that they will not be entitled to any fringe benefits that Customer provides for its employees generally or

## **DEMO CONTRACT**

**This demo contract has been truncated. The complete 6 page editable version of this document is available in the Contract Pack template collections**

<https://www.proposalkit.com/htm/legal-contract-templates/computer-systems-hardware-contracts/computer-hardware-consulting-contract.htm>

**Once you purchase, download and install a retail Contract Pack**

Customer Initials \_\_\_\_\_ Consultant Initials \_\_\_\_\_

that includes this contract, the complete version of this contract will be inserted into your project.

Customer Initials \_\_\_\_\_ Consultant Initials \_\_\_\_\_

This contract document is included in the [Proposal Kit Professional](#) and one or more [Contract Pack](#) products.

This sample has been truncated to only show the first part. The complete editable version of this contract is included in Proposal Kit Professional and Contract Pack products found at:

[ProposalKit.com/htm/proposal-software-products.htm](http://ProposalKit.com/htm/proposal-software-products.htm)

