**Consulting Agreement**

**This Consulting Agreement ("Agreement") is made and entered into as of [Date] by and between:**

* **Consultant:** [Your Name / Company Name] (the "Consultant"), representing **AgileTIA** and the Open-Source Agile Project Management software (the "Platform").
* **Client:** [Client's Name] (the "Client"), which can be an individual, team, or enterprise.

The Consultant and Client are collectively referred to as the “Parties” and agree to the following terms and conditions:

**1. Scope of Services**

The Consultant agrees to provide the following consulting services to the Client (collectively, the "Services"):

1.1 **Agile Transformation Consulting:**  
The Consultant will assist the Client with Agile adoption and transformation, including but not limited to training, coaching, and process optimization using the Open-Source Agile Project Management platform.

1.2 **Platform Implementation:**  
The Consultant will guide the Client in implementing the Platform for Agile project management tailored to their specific needs, whether for individuals, teams, or enterprise-level use.

1.3 **Customization and Integration:**  
The Consultant will work with the Client to customize the Platform for their unique workflows and integrate it with existing tools and systems where applicable.

1.4 **Agile Training and Workshops:**  
The Consultant will provide training workshops and coaching sessions to educate the Client's employees or team members on Agile methodologies and best practices, leveraging the Platform.

1.5 **Ongoing Support:**  
The Consultant will provide ongoing support for the Client’s use of the Platform, including but not limited to troubleshooting, upgrades, and performance optimization.

**2. Term of Engagement**

2.1 **Initial Term:**  
This Agreement is effective as of [Start Date] and shall remain in effect until [End Date], unless earlier terminated in accordance with the provisions of this Agreement. The term may be extended by mutual written consent of the Parties.

2.2 **Termination:**  
Either Party may terminate this Agreement with [number] days' written notice. In the event of termination, the Client agrees to pay the Consultant for all Services rendered up to the date of termination.

**3. Compensation and Payment Terms**

3.1 **Consulting Fees:**  
The Client agrees to pay the Consultant as follows:

* **Individuals:** [Hourly/Daily/Fixed rate] of [Amount] for consulting services.
* **Teams:** [Hourly/Daily/Fixed rate] of [Amount] for consulting services.
* **Enterprises:** [Hourly/Daily/Fixed rate] of [Amount] for consulting services.

3.2 **Payment Schedule:**

* [Weekly/Monthly] invoices will be sent to the Client.
* Payments are due within [number] days of receipt of the invoice.
* Late payments will be subject to a [percentage] interest charge per month.

3.3 **Expenses:**  
The Client agrees to reimburse the Consultant for all pre-approved expenses incurred during the course of providing the Services, including but not limited to travel and accommodation costs for on-site consulting.

**4. Client Responsibilities**

4.1 **Access and Information:**  
The Client agrees to provide the Consultant with access to all necessary resources, documentation, and personnel required for the completion of the Services. Any delays caused by the Client's failure to provide such access may result in an extension of the project timeline.

4.2 **Cooperation:**  
The Client agrees to cooperate fully with the Consultant and provide feedback and input when necessary to facilitate the successful implementation of the Platform.

**5. Intellectual Property**

5.1 **Consultant’s Tools:**  
The Consultant retains all ownership rights to any software, tools, processes, frameworks, and methodologies developed independently by the Consultant prior to or during the course of the Services, including but not limited to the Open-Source Agile Project Management platform.

5.2 **Client’s Data and Content:**  
The Client retains ownership of all data, content, and materials provided to the Consultant for the purpose of performing the Services.

5.3 **License to Use Platform:**  
Upon payment of all fees, the Client is granted a non-exclusive, non-transferable license to use any customizations or implementations of the Platform developed specifically for the Client during the course of the consulting engagement.

**6. Confidentiality**

6.1 **Confidential Information:**  
Each Party agrees to maintain the confidentiality of all confidential information disclosed by the other Party during the course of this Agreement. Confidential information includes any proprietary data, technical information, trade secrets, and business plans.

6.2 **Exclusions:**  
Confidential information does not include information that is:

* Publicly available.
* Independently developed by the receiving Party without reference to the confidential information.
* Disclosed under legal obligation.

6.3 **Duration:**  
The confidentiality obligations under this section shall survive the termination of this Agreement for a period of [number] years.

**7. Warranties and Disclaimer**

7.1 **Consultant’s Warranties:**  
The Consultant represents and warrants that the Services will be provided in a professional and workmanlike manner in accordance with industry standards.

7.2 **Disclaimer of Warranties:**  
Except as explicitly stated herein, the Consultant makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

**8. Limitation of Liability**

In no event shall the Consultant be liable for any indirect, incidental, consequential, or punitive damages, including lost profits or business opportunities, arising out of or related to this Agreement, even if advised of the possibility of such damages.

The Consultant’s total liability under this Agreement shall not exceed the total fees paid by the Client under this Agreement.

**9. Independent Contractor**

The Consultant is an independent contractor and not an employee of the Client. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship between the Parties.

**10. Governing Law and Dispute Resolution**

10.1 **Governing Law:**  
This Agreement shall be governed by and construed in accordance with the laws of [Country/State].

10.2 **Dispute Resolution:**  
In the event of a dispute arising out of or related to this Agreement, the Parties agree to attempt to resolve the dispute through mediation or arbitration before pursuing litigation.

**11. Amendments and Waivers**

Any amendments to this Agreement must be made in writing and signed by both Parties. No waiver of any breach or default shall be considered valid unless in writing and signed by the Party granting the waiver.

**12. Entire Agreement**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior discussions, agreements, or understandings of any kind.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:**

**Consultant:**  
Name: [Your Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Client:**  
Name: [Client's Name]  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_