

# **Complete Legal Framework for AI Consultancy Business**

Enhanced with Gilbert's Authentic Voice AI

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September 2025

# Complete Legal Framework for AI Consultancy Business

## Ready-to-Use Contract Templates

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### Contract 1: Master Services Agreement (MSA)

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#### MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into on \_ ("Effective Date") between [COMPANY NAME], a [STATE] corporation ("Company"), and \_ ("Client").

**1. SCOPE OF SERVICES** Company will provide artificial intelligence consulting and implementation services as described in individual Statements of Work ("SOW") executed under this Agreement.

**2. STATEMENT OF WORK PROCESS** Each project will be governed by a separate SOW that includes: - Project objectives and deliverables - Timeline and milestones - Resource allocation - Payment terms specific to the project - Acceptance criteria

**3. PAYMENT TERMS** - Invoices payable within thirty (30) days of receipt - Late payments subject to 1.5% monthly service charge - Client responsible for all collection costs - Milestone-based payments as specified in each SOW

**4. INTELLECTUAL PROPERTY** - Company retains ownership of pre-existing IP and methodologies - Client owns IP specifically developed for their unique requirements - Company grants Client perpetual license to use delivered solutions - Client grants Company right to use anonymized case studies

**5. CONFIDENTIALITY** Both parties agree to maintain confidentiality of proprietary information for five (5) years following disclosure.

**6. WARRANTIES AND DISCLAIMERS** Company warrants services will be performed in professional manner consistent with industry standards. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES.

**7. LIMITATION OF LIABILITY** Company's total liability shall not exceed the fees paid under the applicable SOW. NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

**8. INDEMNIFICATION** Each party agrees to indemnify the other against third-party claims arising from their negligent acts or omissions.

**9. TERM AND TERMINATION** - Initial term of two (2) years, automatically renewable - Either party may terminate with thirty (30) days written notice - Client must pay for all services rendered through termination date

**10. GENERAL PROVISIONS** - Governed by laws of [STATE] - Disputes resolved through binding arbitration - Entire agreement between parties - Amendments must be in writing

**SIGNATURES:**

Company: \_ **Date:** \_ By: [Name], [Title]

Client: \_ **Date:** \_ By: [Name], [Title]

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## Contract 2: Statement of Work (SOW) Template

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**STATEMENT OF WORK #[NUMBER]**

Under Master Services Agreement dated \_

**PROJECT:** [PROJECT NAME] **CLIENT:** [CLIENT NAME] **EFFECTIVE DATE:** \_

**1. PROJECT OBJECTIVES** [Specific business objectives and expected outcomes]

**2. SCOPE OF WORK Phase 1: Discovery and Assessment (Weeks 1-2)** - Current state analysis and documentation - Stakeholder interviews and requirements gathering - Technology landscape assessment - Gap analysis and recommendations

# Complete Legal Framework for AI Consultancy Business

**Phase 2: Solution Design (Weeks 3-4)** - Solution architecture development - Technical specifications and requirements - Implementation roadmap creation - Risk assessment and mitigation planning

**Phase 3: Implementation (Weeks 5-12)** - System configuration and development - Data integration and migration - Testing and quality assurance - User training and change management

**Phase 4: Deployment and Optimization (Weeks 13-16)** - Production deployment and monitoring - Performance optimization and tuning - Documentation and knowledge transfer - Ongoing support transition

**3. DELIVERABLES** - Requirements and assessment report - Solution architecture documentation - Implemented AI solution - User training materials - Technical documentation - Performance monitoring dashboard

**4. CLIENT RESPONSIBILITIES** - Provide timely access to systems and data - Assign dedicated project team and stakeholders - Participate in scheduled meetings and reviews - Review and approve deliverables within specified timeframes

**5. TIMELINE** Project Duration: 16 weeks Start Date: \_ Completion Date: \_

**Key Milestones:** - Week 2: Assessment report delivery - Week 4: Solution design approval - Week 8: Development milestone review - Week 12: User acceptance testing - Week 16: Project completion and handover

**6. INVESTMENT** Total Project Fee: \$[AMOUNT] Payment Schedule: - 25% upon SOW execution - 25% upon Phase 1 completion - 25% upon Phase 2 completion - 25% upon final deliverable acceptance

**7. ACCEPTANCE CRITERIA** Deliverables deemed accepted if no written objection within five (5) business days of delivery.

**8. CHANGE MANAGEMENT** Changes to scope require written agreement and may affect timeline and fees.

**SIGNATURES:**

Company: \_ **Date:** \_ **Client:** Date:

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## Contract 3: Non-Disclosure Agreement (NDA)

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### MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into on \_ between [COMPANY NAME] ("Company") and \_ ("Recipient").

**1. DEFINITION OF CONFIDENTIAL INFORMATION** "Confidential Information" includes all technical data, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information.

**2. OBLIGATIONS** Recipient agrees to: - Hold all Confidential Information in strict confidence - Not disclose Confidential Information to third parties - Use Confidential Information solely for evaluation purposes - Protect Confidential Information with same care as own confidential information

**3. EXCEPTIONS** Obligations do not apply to information that: - Is publicly available through no breach of this Agreement - Was rightfully known prior to disclosure - Is independently developed without use of Confidential Information - Is required to be disclosed by law or court order

**4. RETURN OF INFORMATION** Upon request, Recipient will return or destroy all Confidential Information and confirm destruction in writing.

**5. REMEDIES** Breach may cause irreparable harm warranting injunctive relief and monetary damages.

**6. TERM** This Agreement remains in effect for five (5) years from the date of execution.

**7. GOVERNING LAW** Governed by laws of [STATE] without regard to conflict of law principles.

### SIGNATURES:

Company: \_ **Date:** \_ By: [Name], [Title]

Recipient: \_ **Date:** \_ By: [Name], [Title]

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## Contract 4: Independent Contractor Agreement

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### INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on \_ between [COMPANY NAME] ("Company") and \_ ("Contractor").

**1. SERVICES** Contractor will provide [DESCRIPTION OF SERVICES] as an independent contractor.

**2. COMPENSATION** - Hourly Rate: \$[AMOUNT] per hour - Payment Terms: Net 30 days - Expenses: Pre-approved expenses reimbursed with receipts

**3. WORK PRODUCT** All work product created under this Agreement becomes Company's exclusive property.

**4. CONFIDENTIALITY** Contractor agrees to maintain confidentiality of all Company information and comply with applicable NDAs.

**5. INDEPENDENT CONTRACTOR STATUS** - Contractor is independent contractor, not employee - Responsible for own taxes and benefits - No authority to bind Company - May work for other clients unless conflicting

**6. INSURANCE REQUIREMENTS** Contractor must maintain: - Professional liability insurance: minimum \$1,000,000 - General liability insurance: minimum \$1,000,000 - Certificate of insurance provided to Company

**7. PERFORMANCE STANDARDS** - Deliver high-quality work meeting industry standards - Meet agreed deadlines and milestones - Communicate progress regularly - Follow Company's quality assurance procedures

**8. TERMINATION** Either party may terminate with two (2) weeks written notice.

**9. INDEMNIFICATION** Contractor indemnifies Company against claims arising from Contractor's negligent acts or omissions.

**10. GOVERNING LAW** Governed by laws of [STATE].

### SIGNATURES:

Company: \_ **Date:** \_ By: [Name], [Title]

Contractor: \_ **Date:** \_ By: [Name], [Title]

## Contract 5: Regional Partner Agreement

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### REGIONAL PARTNER AGREEMENT

This Partnership Agreement ("Agreement") is entered into on \_ between [COMPANY NAME] ("Company") and \_ ("Partner").

**1. PARTNERSHIP STRUCTURE** Company appoints Partner as non-exclusive sales and implementation partner for [GEOGRAPHIC TERRITORY].

**2. PARTNER RESPONSIBILITIES** - Lead generation and business development - Client relationship management - Local market representation - Sales support and proposal development

**3. COMPANY RESPONSIBILITIES** - Technical solution delivery - Product training and certification - Marketing materials and support - Quality assurance and standards

**4. REVENUE SHARING** - Lead Generation: 15% of closed project value - Implementation Support: 35% of project revenue - Ongoing Management: 25% of recurring revenue - Referral Only: 10% finder's fee

**5. PERFORMANCE REQUIREMENTS** Minimum annual targets: - Lead generation: 20 qualified opportunities - Revenue contribution: \$500,000 annually - Client satisfaction: 8.5/10 average rating

**6. TERRITORY AND EXCLUSIVITY** - Geographic territory: [SPECIFIC REGION] - Non-exclusive arrangement - Right of first refusal on opportunities - Territory expansion based on performance

**7. MARKETING AND BRANDING** - Partner may use Company marketing materials - Co-branding guidelines provided - Company approval required for marketing content - Partner represents Company professionally

**8. INTELLECTUAL PROPERTY** - Company retains all IP rights - Partner receives limited license for territory - No rights to modify or redistribute solutions - Confidentiality obligations apply

**9. TERM AND RENEWAL** - Initial term: 2 years - Automatic renewal unless terminated - 90-day notice required for non-renewal

**10. TERMINATION** Agreement may be terminated for: - Failure to meet performance targets - Breach of agreement terms - Change in business circumstances - Mutual agreement

**SIGNATURES:**

Company: \_ **Date:** \_ By: [Name], [Title]

Partner: \_ **Date:** \_ By: [Name], [Title]

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## **Contract 6: Service Level Agreement (SLA)**

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### **SERVICE LEVEL AGREEMENT**

This SLA supplements the Master Services Agreement between [COMPANY NAME] ("Company") and \_ ("Client").

**1. SERVICE SCOPE** This SLA covers ongoing support and maintenance services for AI solutions implemented by Company.

### **2. SERVICE LEVELS**

**Availability:** - System Uptime: 99.5% monthly average - Planned Maintenance: Maximum 4 hours monthly - Maintenance Window: Sundays 2:00-6:00 AM local time

**Response Times:** - Critical Issues (System Down): 2 hours - High Priority (Major Function Impaired): 8 hours - Medium Priority (Minor Issues): 24 hours - Low Priority (Questions/Requests): 48 hours

**Resolution Times:** - Critical Issues: 8 hours - High Priority: 24 hours - Medium Priority: 72 hours - Low Priority: 5 business days

**3. SUPPORT CHANNELS** - Primary: Email support ticket system - Emergency: Phone hotline (critical issues only) - Business Hours: Monday-Friday, 8:00 AM - 6:00 PM local time

**4. PERFORMANCE MONITORING** - Automated monitoring systems in place - Monthly performance reports provided - Quarterly business reviews scheduled

**5. ESCALATION PROCEDURES** Level 1: Technical Support Specialist Level 2: Senior Technical Engineer Level 3: Solution Architect Level 4: Project Manager/Account Manager



**6. MAINTENANCE AND UPDATES** - Security patches: Applied within 72 hours - System updates: Scheduled during maintenance windows - Feature enhancements: Quarterly release cycle

**7. SERVICE CREDITS** If service levels not met: - 99.0-99.4% uptime: 5% monthly fee credit - 98.0-98.9% uptime: 10% monthly fee credit - Below 98.0% uptime: 20% monthly fee credit

**8. CLIENT RESPONSIBILITIES** - Provide accurate contact information - Follow proper escalation procedures - Allow reasonable access for maintenance - Maintain current backup procedures

**9. EXCLUSIONS** SLA does not cover issues caused by: - Client modifications to system - Third-party software failures - Network connectivity issues - Force majeure events

**10. REPORTING** Monthly SLA reports include: - Uptime statistics - Response and resolution times - Issue summary and trends - Performance improvements

### SIGNATURES:

Company: \_ **Date:** \_ By: [Name], [Title]

Client: \_ **Date:** \_ By: [Name], [Title]

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## Contract 7: Employment Agreement Template

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### EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into on \_ between [COMPANY NAME] ("Company") and \_ ("Employee").

**1. POSITION AND DUTIES** Employee is hired as [JOB TITLE] and agrees to perform duties including [DESCRIPTION OF RESPONSIBILITIES].

**2. COMPENSATION** - Base Salary: \$[AMOUNT] annually - Performance Bonus: Up to [PERCENTAGE]% based on objectives - Benefits: Health insurance, retirement plan, paid time off - Equity: [NUMBER] stock options vesting over 4 years

**3. TERM OF EMPLOYMENT** Employment is at-will and may be terminated by either party with two (2) weeks notice.

**4. CONFIDENTIALITY AND NON-DISCLOSURE** Employee agrees to maintain strict confidentiality of all Company proprietary information.

**5. INTELLECTUAL PROPERTY** All work product created during employment belongs to Company.

**6. NON-COMPETE AND NON-SOLICITATION** For 12 months after termination, Employee agrees not to: - Work for direct competitors - Solicit Company employees or clients - Use Company confidential information

**7. PROFESSIONAL DEVELOPMENT** Company will provide: - Annual training budget: \$[AMOUNT] - Conference attendance opportunities - Certification support - Continuing education reimbursement

**8. PERFORMANCE EXPECTATIONS** - Meet established objectives and KPIs - Maintain professional standards - Collaborate effectively with team - Represent Company positively

**9. BENEFITS** - Health insurance (Company pays [PERCENTAGE]%) - Dental and vision coverage - 401(k) with Company match - Paid time off: [NUMBER] days annually - Sick leave: [NUMBER] days annually

**10. TERMINATION** Upon termination: - Final paycheck within [NUMBER] days - COBRA benefits information provided - Return all Company property - Sign termination agreement if applicable

**SIGNATURES:**

Company: **Date:** \_ By: [Name], [Title]

Employee: **Date:** \_ By: [Name], [Title]

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## Contract 8: Vendor/Supplier Agreement

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### VENDOR/SUPPLIER AGREEMENT

This Agreement is entered into on \_ between [COMPANY NAME] ("Company") and \_ ("Vendor").

**1. SERVICES/PRODUCTS** Vendor will provide [DESCRIPTION OF PRODUCTS/SERVICES] according to specifications and requirements.

## Complete Legal Framework for AI Consultancy Business

**2. PRICING AND PAYMENT** - Pricing: As specified in attached Schedule A - Payment Terms: Net 30 days - Price Changes: Require 60 days written notice - Volume Discounts: As negotiated

**3. DELIVERY AND PERFORMANCE** - Delivery Schedule: As specified in purchase orders - Quality Standards: Must meet Company specifications - Performance Metrics: [SPECIFIC METRICS] - Service Levels: As defined in Schedule B

**4. QUALITY ASSURANCE** - Products must meet industry standards - Defective items replaced at no cost - Quality certifications maintained - Regular quality audits permitted

**5. INTELLECTUAL PROPERTY** - Vendor warrants no IP infringement - Company receives license to use delivered products - Vendor indemnifies against IP claims

**6. CONFIDENTIALITY** Vendor maintains confidentiality of Company information and requirements.

**7. WARRANTIES** Vendor warrants products/services will: - Meet specifications and requirements - Be free from defects - Perform as represented - Comply with applicable laws

**8. LIABILITY AND INDEMNIFICATION** - Vendor liability limited to product/service value - Vendor indemnifies Company for product defects - Insurance requirements: \$[AMOUNT] general liability

**9. TERMINATION** - Either party may terminate with 30 days notice - Immediate termination for material breach - Vendor completes outstanding orders

**10. COMPLIANCE** Vendor must comply with: - All applicable laws and regulations - Company's supplier code of conduct - Environmental and safety requirements - Anti-corruption policies

### **SIGNATURES:**

Company: \_ **Date:** \_ By: [Name], [Title]

Vendor: \_ **Date:** \_ By: [Name], [Title]

## Contract 9: Data Processing Agreement (DPA)

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### DATA PROCESSING AGREEMENT

This DPA supplements agreements between [COMPANY NAME] ("Data Controller") and \_ ("Data Processor").

**1. SCOPE AND PURPOSE** This DPA governs processing of personal data in connection with services provided under the main agreement.

**2. DEFINITIONS** - "Personal Data": Any information relating to identified or identifiable individuals - "Processing": Any operation performed on personal data - "Data Subject": Individual to whom personal data relates

### 3. DATA PROCESSING OBLIGATIONS

**Data Processor agrees to:** - Process personal data only on documented instructions - Ensure confidentiality of processing personnel - Implement appropriate security measures - Assist with data subject requests - Notify of personal data breaches within 72 hours

**4. SECURITY MEASURES** - Encryption of personal data in transit and at rest - Access controls and authentication procedures - Regular security assessments and updates - Employee training on data protection - Incident response procedures

**5. SUB-PROCESSORS** - Written approval required for sub-processors - Same data protection obligations imposed - List of current sub-processors provided - Processor remains liable for sub-processor compliance

**6. DATA SUBJECT RIGHTS** Processor will assist Controller with: - Access requests - Rectification and erasure - Data portability - Objection to processing - Restriction of processing

**7. DATA TRANSFERS** International transfers only with: - Adequacy decision from relevant authority - Appropriate safeguards (Standard Contractual Clauses) - Controller approval - Documented transfer impact assessment

**8. BREACH NOTIFICATION** Personal data breaches reported within: - 24 hours of discovery to Controller - 72 hours to supervisory authority (if required) - Without undue delay to data subjects (if required)

**9. DATA PROTECTION IMPACT ASSESSMENT** Processor assists Controller with DPIA when processing likely to result in high risk.

**10. AUDIT AND COMPLIANCE** - Annual compliance audits permitted - Documentation of processing activities maintained - Records available for supervisory authority review

**11. DATA RETENTION AND DELETION** - Personal data deleted upon instruction - Retention periods as specified by Controller - Secure deletion procedures implemented - Certificate of deletion provided upon request

**SIGNATURES:**

Data Controller: \_ **Date:** \_ By: [Name], [Title]

Data Processor: \_ **Date:** \_ By: [Name], [Title]

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## Additional Legal Documents

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### Code of Conduct and Ethics Policy

#### COMPANY CODE OF CONDUCT

**1. CLIENT COMMITMENT** - Deliver exceptional value and results - Maintain highest professional standards - Respect client confidentiality - Provide honest assessments and recommendations

**2. PROFESSIONAL EXCELLENCE** - Continuous learning and improvement - Quality assurance on all deliverables - Collaboration and knowledge sharing - Innovation and thought leadership

**3. ETHICAL BEHAVIOR** - Integrity in all business dealings - Transparency in communication - Respect for intellectual property - Compliance with laws and regulations

**4. WORKPLACE CULTURE** - Diversity and inclusion - Respectful communication - Work-life balance - Professional development support

### Consulting Engagement Letter Template

#### ENGAGEMENT LETTER

Dear [CLIENT NAME],

## Complete Legal Framework for AI Consultancy Business

This letter confirms our engagement to provide [DESCRIPTION OF SERVICES] for [PROJECT].

**Scope:** [DETAILED SCOPE] **Timeline:** [START DATE] to [END DATE] **Investment:** \$ [AMOUNT] **Payment Terms:** [PAYMENT SCHEDULE]

**Deliverables:** - [LIST OF DELIVERABLES]

**Client Responsibilities:** - [LIST OF CLIENT RESPONSIBILITIES]

Please sign and return this letter to confirm your acceptance.

Sincerely, [COMPANY NAME]

**CLIENT ACCEPTANCE:** Agreed: \_ **Date:** \_

### Liability Waiver Template

#### LIMITATION OF LIABILITY NOTICE

Client acknowledges that: 1. AI implementations involve inherent risks and uncertainties 2. Results may vary based on data quality and business factors 3. Company's liability is limited to fees paid for services 4. Client assumes responsibility for business decisions based on recommendations 5. Force majeure events may affect project delivery

This comprehensive legal framework provides ready-to-use contracts covering all business relationships and scenarios for your AI consultancy business.