**IT PROJECT CONTRACT**

This IT Project Contract (the "Contract") is entered into on **[Date]** between:

**Client:** [Client's Full Name or Company Name]  
[Address]  
[Phone Number]  
[Email Address]

**Service Provider:** [Service Provider's Full Name or Company Name]  
[Address]  
[Phone Number]  
[Email Address]

**WHEREAS,** the Client wishes to engage the Service Provider to provide IT services in connection with **[brief project description]**, and the Service Provider agrees to provide such services under the terms set forth below.

**NOW, THEREFORE,** the parties agree as follows:

**1. Scope of Work**

The Service Provider agrees to provide the following services ("Services"):

* [Detailed description of the IT services to be provided, e.g., software development, system integration, network setup, etc.]

The Services shall be performed according to the specifications provided in **Schedule A** attached to this Contract.

**2. Deliverables**

The Service Provider agrees to deliver the following items:

* [List of deliverables such as software applications, documentation, reports, etc.]

**3. Timeline**

The Services shall commence on **[Start Date]** and be completed by **[End Date]**.  
Milestones and deadlines:

* Milestone 1: [Description] – Due Date: [Date]
* Milestone 2: [Description] – Due Date: [Date]

In the event that additional time is required, both parties agree to discuss and update the timeline as necessary.

**4. Payment Terms**

The Client agrees to pay the Service Provider as follows:

* **Total Project Cost**: [Total Amount]
* **Payment Schedule**:
  + **Deposit**: [Percentage or Amount] due upon signing this Contract
  + **Milestone 1 Payment**: [Amount] due upon completion of [Milestone 1]
  + **Milestone 2 Payment**: [Amount] due upon completion of [Milestone 2]
  + **Final Payment**: [Amount] due upon project completion and delivery

All payments are due within **[X]** days of receiving the invoice. Late payments will incur a fee of **[X%]** per month.

**5. Intellectual Property Rights**

The Client will own all intellectual property rights to the work product created by the Service Provider as part of the Services upon full payment of the total project cost.

The Service Provider agrees that all software, designs, documentation, and other materials developed or provided under this Contract shall be the exclusive property of the Client.

**6. Confidentiality**

The Service Provider agrees to maintain confidentiality of any proprietary or sensitive information obtained during the course of the project. This includes but is not limited to business processes, software, and client data.

**7. Warranties**

The Service Provider warrants that all services provided under this Contract shall be performed in a professional and workmanlike manner. Any defects or issues identified in the final deliverables must be corrected by the Service Provider within **[X]** days of notification by the Client, at no additional cost.

**8. Limitation of Liability**

The Service Provider’s liability for any damages arising under this Contract shall be limited to the total amount paid by the Client for the Services provided under this Contract.

**9. Termination**

Either party may terminate this Contract by giving **[X]** days written notice. If the Contract is terminated before completion, the Client agrees to pay for all services rendered up to the date of termination, and the Service Provider will deliver all work in progress to the Client.

**10. Dispute Resolution**

In case of any disputes arising out of or relating to this Contract, both parties agree to try to resolve the issue through good faith negotiations. If the dispute cannot be resolved, it shall be settled through binding arbitration in the jurisdiction of **[City/State/Country]**.

**11. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of **[State/Country]**.

**12. Entire Agreement**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the day and year first written above.

**Client:**

Signature: [Client Name]  
Date: [Date]

**Service Provider:**

Signature: [Service Provider Name]  
Date: [Date]

**Attachments**  
**Schedule A**: [Detailed Specifications or Project Scope]