

Master Services Agreement

This Master Services Agreement is made on [AGREEMENT DATE] ("Effective Date") between [SERVICE PROVIDER NAME], a [PROVIDER JURISDICTION] corporation with its principal place of business at [PROVIDER ADDRESS] ("[PARTY A]") and [CUSTOMER NAME], a [CUSTOMER JURISDICTION] corporation with its principal place of business at [CUSTOMER ADDRESS] ("[PARTY B]").

The parties agree to the terms and conditions of this agreement.

1. Personnel Providing Services

- 1.1. Skilled Personnel.** [PARTY A] shall retain and employ personnel who have the experience, skill, diligence, and expertise necessary and appropriate to perform the Services in accordance with the standards and levels of service required under this agreement.
 - 1.2. Supervision of Personnel.** [PARTY A] will be responsible for all personnel assigned to provide Services to [PARTY B].
 - 1.3. Key Personnel.** [PARTY A] shall not without good cause replace, without [PARTY B]'s consent, any Personnel identified in a statement of work as "key personnel."
 - 1.4. Replacement Request.** [PARTY B] may request replacement of any personnel assigned to a project for good cause. In that case, [PARTY A] shall, within [five] Business Days following receipt of [PARTY A]'s request, use commercially diligent efforts to provide substitute personnel of sufficient skill, knowledge, and training, subject to their availability.
 - 1.5. Background Checks.** [PARTY A] shall, where permitted by applicable law and with applicable consents from the affected individuals, complete background checks on all personnel who have or will access to any [PARTY B] Data or who are directly engaged in performing any of the Services. At [PARTY B]'s request and at its cost, [PARTY A] shall update any background checks.
 - 1.6. Definition of [PARTY B] Data.** [PARTY B] Data means all Information of, about, or relating to [PARTY B] and includes
Information that [PARTY B] provides to [PARTY A] in connection with [PARTY A]'s performance of the Services, and
Information [PARTY A] learns about [PARTY B] arising directly or indirectly from [PARTY A]'s performance of the Services.
- 2. Subcontractors.** [PARTY A] shall not subcontract any Services without the prior written consent of [PARTY B] and subject to such

additional terms, including adjustments to billing rates, as [PARTY B] shall reasonably request.

- 3. Fees.** [PARTY B] shall pay the required fees under each statement of work to [PARTY A] monthly.

4. Payment Obligations

- 4.1. Invoices.** [PARTY A] shall invoice [PARTY B] monthly for all fees and other amounts that [PARTY B] owes under this agreement. [PARTY B] shall pay the invoice amounts within [30] days of the invoice date.
- 4.2. Payment Net of Taxes.** All payments owed by [PARTY B] are exclusive of taxes. [PARTY B] shall pay, and [PARTY A] shall collect and remit, any taxes payable.
- 4.3. Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1] % per month ([12.68] % annually) or the maximum allowed by law, whichever is less.

- 5. Term.** The term of this agreement begins on [EFFECTIVE DATE], and will continue for [TERM YEARS] years, unless terminated earlier ("Term").

6. Confidentiality

- 6.1. Confidentiality Obligations.** The receiving party shall hold in confidence all Confidential Information that the disclosing party discloses to it under this agreement.
- 6.2. Use Solely for Purpose.** A receiving party may only use the Confidential Information in accordance with the terms of this agreement and solely for the Purpose.

7. Insurance

- 7.1. Mutual Insurance.** [PARTY A] shall maintain for the duration of this agreement the types of insurance customary and appropriate for such agreements, in the amount necessary or required by law, whichever is less, to cover its obligations and responsibilities under this agreement.
- 7.2. Proof of Insurance.** On [PARTY B]'s request, [PARTY A] shall deliver to [PARTY B] a certificate or other proof of its insurance, describing the amount and coverage of the insurance.
- 7.3. Notice of Material Change.** If there is any material change to its insurance, [PARTY A] shall promptly notify [PARTY B].

8. Termination

- 8.1. Termination on Notice.** Either party may terminate this agreement for any reason on [TERMINATION NOTICE BUSINESS DAYS] business days' notice to the other party.
- 8.2. Termination Because of Material Breach.** Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
- a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches,
 - b. any of its covenants, representations, or obligations, and
 - c. The failure, inaccuracy, or breach continues for a period of [BREACH CONTINUATION DAYS] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.
- 8.3. Termination Because of Failure of Condition.** Either party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if either
- a. any of the conditions precedent set out in [CONDITIONS PRECEDENT ON OBLIGATIONS OF ALL PARTIES] have not been, or it becomes apparent that any such conditions will not be, fulfilled by [DATE], and
 - b. such non-fulfilment was not due to the failure of the injured party to perform or comply with any of its representations, warranties, covenants, or conditions to be performed or complied with, or
 - c. Any of the conditions specifically applicable to the other party have not have been, or it becomes apparent that any such conditions will not be, fulfilled by [DATE].
- 8.4. Termination Because of Insolvency.** If either party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- 8.5. Termination Because of Law or Order.** Either party may terminate this agreement with immediate effect if
- a. there is or becomes any Law that makes effecting this agreement illegal or otherwise prohibited, or
 - b. Any Governmental Authority issues an Order restraining or enjoining the transactions under this agreement.

9. Effect of Termination

- 9.1. Payment of Outstanding Amounts.** [PARTY A] shall immediately pay to [PARTY B] all amounts outstanding as of the date of, and any amounts outstanding as a result of, termination.
- 9.2. Return of Property.** Upon termination or expiration of this agreement, [PARTY B] shall return to [PARTY A] all [PARTY A] property, both originals and copies, under its direct or indirect control.

10. General Provisions

- 10.1. Entire Agreement.** The parties intend that this agreement
- a. represents the final expression of the parties' intent and agreement between the parties relating to the subject matter of this agreement,
 - b. contains all the terms the parties agreed to relating to the subject matter, and
 - c. Replaces all the parties' previous discussions, understandings, and agreements relating to the subject matter.
- 10.2. Counterparts**
- 10.2.1. Signed in Counterparts.** This agreement may be signed in any number of counterparts.
- 10.2.2. All Counterparts Original.** Each counterpart is an original.
- 10.2.3. Counterparts Form One Document.** Together, all counterparts form one single document.
- 10.3. Amendment.** This agreement can be amended only by a written instrument signed by both parties.
- 10.4. Assignment.** [PARTY B] may not assign this agreement or any of its rights or obligations under this agreement without [PARTY A]'s prior written consent. [PARTY A] may assign this agreement or any of its rights and obligations under this agreement, effective upon Notice to [PARTY B],
- a. to any subsidiary or affiliate, or
 - b. In connection with any sale, transfer, or other disposition of all or substantially all of its business or assets but only if the assignee assumes all of [PARTY A]'s obligations.
- 10.5. Notices**
- 10.5.1. Form of Notice.** All notices and other communications between the parties must be in writing.
- 10.5.2. Method of Notice.** The parties shall give all notices and communications between the parties by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid [, (iv) fax] [or (v)]

electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

10.5.3. Receipt of Notice. A notice given under this agreement will be effective on

- a. the other party's receipt of it, or
- b. If mailed, on the earlier of the other party's receipt of it and the [fifth] Business Day after mailing it.

10.6. Governing Law. This agreement will be governed, construed, and enforced according to the Laws of the State of [GOVERNING LAW STATE], without regard to its conflict of laws rules.

10.7. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

This agreement has been signed by the parties.

[PARTY A NAME]

Name: [PARTY A SIGNATORY NAME]

Title: [PARTY A SIGNATORY TITLE]

[PARTY B NAME]

Name: [PARTY B SIGNATORY NAME]

Title: [PARTY B SIGNATORY TITLE]