Contract For Consulting Services:   
[insert title of project]

XYZ Comany Project Contract

**PREAMBLE:**

This Agreement ("Agreement") dated **\_\_\_\_\_\_\_\_\_** is between the XYZ Company, ("Client") located at 123 Main Street USA and \_\_\_\_\_\_\_\_\_(“Contractor”), **[vendor address]**.

# Purpose

Client wishes to engage the services of Contractor to **[Insert purpose of contract here]**.

# Scope of Work

The Scope of Work shall include, but not be limited to the following tasks: **[Insert scope of work here]**

# Period of Performance

The period of performance for this Agreement shall be from **[Insert period of performance here].**

# Fees and Payment

## Payment:  Contractor shall be paid a maximum of **$\_\_\_\_** to fulfill the Scope of Work described in this Agreement.  Client must be in receipt of Contractor's invoice for services provided hereunder within 30 days of the date that services are rendered or payment will not be made.  Payments will be due to the Contractor within thirty (30) days of receipt of the invoice by the Client.

## A: OR: Contractor shall be paid $\_\_\_ per hour to fulfill the Scope of Work described in this Agreement.  Client must be in receipt of Contractor's invoice for services provided hereunder within 30 days of the date that services are rendered or payment may not be made.  Payments will be due to the Contractor within thirty (30) days of receipt of the invoice by the Client.

## Other Expenses: The Client will provide reimbursement of long distance telephone calls, faxes, local transportation, lodging, meals and other direct expenses that are reasonable and necessary to complete the Scope of Work, as long as they are directly allocable to the Scope of Work and receipts are submitted to the Client together with the invoices submitted in subsection (C.) below. **(do not include this provision if expenses are already included in the payment structure)**

## Invoices: The Contractor will invoice the Client as described above. Invoices shall be addressed to Jane Doe, XYZ Company, 123 Main Street USA.

# Personnel

## Representatives: For the Client, Jane Doe, shall represent the Client’s interests under this Agreement, and is responsible for supervision of all aspects of this Agreement. For the Contractor**, [Insert name]** shall represent the Contractor’s interests and shall manage this project in accordance with this Agreement

## Project Staff: The personnel assigned to this project by Contractor shall include **[Insert name]. [S/He]** may not delegate his/her responsibilities under this Agreement without the prior written approval of the Client’s representative.

# Record Retention

Contractor shall maintain the records relating to its performance of the Scope of Work in its files for a period of not less than four (4) years following the expiration of this Agreement or any termination. Contractor agrees to promptly furnish the Client with copies at Client’s expense of such documents upon the Client's request and agrees to make its books and records available to the Client at reasonable times. Client, at its expense, may audit or have audited the books and records of the Contractor insofar as they relate to the disposition of the funds paid to Contractor in connection with this Agreement, and Client shall provide all necessary assistance in connection therewith.

# Copyright and Use of Data

All copyright interests in materials produced as a result of this Agreement are owned by the Client and may be used by the Client. Client shall be the sole and exclusive owner of all such materials from the time of their creation and Contractor shall not be entitled to any form of additional compensation for Client use of the materials in any manner.

# Prohibited Activities

Contractor agrees and understands that in performing the above Scope of Work its activities shall not include: (a) carrying on propaganda or otherwise attempting to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code); (b) attempting to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code); (c) failing to comply with the requirements of Sections 4945(g) of the Internal Revenue Code (if applicable); and (d) carrying on, if Contractor is a nonprofit organization, any activity other than religious, charitable, scientific, literary, educational, or the preventing cruelty to animals (within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code).

# General Provisions

## Termination: Client may terminate this Agreement at any time without cause with thirty (30) calendar days prior written notice to Contractor. Client may terminate this Agreement upon Contractor’s failure to cure a breach of any term of this Agreement within thirty (30) days of Client’s written notice to Contractor of such breach. Contractor may terminate this Agreement upon Client’s failure to cure a breach of any term of this Agreement within thirty (30) days of Contractor’s written notice to Client of such breach. In the event of termination by Contractor for breach, Client's liability shall be limited to the reimbursement of Contractor's reasonable expenses, incurred by Contractor prior to the effective date of the termination pursuant to Section 4B plus the fees due and owing to the Contractor pursuant to section 4A pro-rated to the effective date of termination. Client agrees to pay Contractor the monthly fee for a minimum period of sixty (60) days following notification of termination by the Client without cause.

## Survival of Obligations: Expiration of the term or termination of this Agreement shall not affect any rights or obligations of the parties which have accrued prior thereto except as limited by Section 8. A.

## Relationship Between Parties: This Agreement is not transferable and may not be encumbered or assigned nor the duties of Contractor hereunder delegated or assigned without prior written consent of Client. Contractor shall engage in the performance of the services hereunder as an independent contractor and shall not be deemed an agent or representative of Client. Nothing contained herein shall be construed in any manner to imply or create a relationship as partners, joint venturers, or of agency between the parties hereto.

## Indemnification and Insurance: Contractor shall indemnify and hold harmless Client and its directors, officers, employees and agents from and against any and all liabilities, damages, demands, claims, causes of action, fines or penalties (including without limitation reasonable attorney’s fees) arising from the acts or omissions of Contractor, its directors, officers, employees or agents in connection with the performance of Contractor’s duties and obligations under this Agreement. The provisions of this indemnification paragraph shall survive termination of this Agreement.

Each of the Client and Contractor shall carry and maintain during the term of this Agreement comprehensive general liability insurance coverage in amounts prudent and customary for entity’s performing the functions of Client and Contractor which in no event shall be less than $1 million per occurrence and $1 million in the aggregate.

## Publicity: Contractor shall issue no press release or other public announcement concerning this Agreement or materials produced hereunder without the prior written permission of the Client’s representative.

## Warranties by Contractor: Contractor represents and warrants to Client (a) that it has the experience and ability to perform the services required by this Agreement; (b) that it will perform said services in a professional, competent and timely manner; (c) that it has the power to enter into and perform this Agreement; and (d) that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, state and municipal laws.

## Severability: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

## Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous understanding or agreement, oral or written, with respect to matters herein.

## Amendment: This Agreement and the rights and obligations under it may not be modified, amended, or waived, whether in whole or in part, except by a writing signed by authorized representatives of both parties.

## Construction: This Agreement shall be construed without regard for which party was primarily responsible for the drafting of its terms.

## Notice: Any notice given by either party shall be in writing and shall be deemed given upon actual delivery to the other party at the following addresses:

*TO CLIENT: TO CONTRACTOR:*

ATTN: Jane Doe

XYZ Company

123 Main Street USA

## Governing Law: This Agreement, the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the District of Columbia without regard to the principles of conflicts of laws.

IN WITNESS WHEREOF, Client and Contractor have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

# FOR CLIENT: NATIONAL BUSINESS COALITON ON HEALTH

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jane Doe, President

FOR CONTRACTOR:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name, Title**

Federal Tax ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_