

IT Consulting Agreement

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

IT Consulting Agreement

This IT Consulting Agreement (this "Agreement") is made on [Date] between [Client's full legal name] of [Client's address] (the "Client") and [Consultant's full legal name] of [Consultant's address] (the "Consultant"). The Client and the Consultant are each a "Party" and together the "Parties".

The Client wishes to engage the Consultant to provide information technology consulting, implementation or support services described in clause 1, which may require the Consultant to access the Client's systems, networks, accounts or data. This Agreement governs that engagement and any further services the Parties later agree to in writing.

1. Scope of Services

The Consultant shall provide the following information technology services to the Client (the "Services"):

[Describe the services in specific terms, e.g. migrating email and file storage, configuring a firewall, building a reporting tool] .

The Consultant shall produce the following deliverables on the following dates or milestones: [List each deliverable and when it is due] . The Consultant shall perform the Services with reasonable diligence and, except where a deliverable date or an agreed maintenance window requires otherwise, at times of the Consultant's own choosing.

The following work falls outside the Services and is not covered by the fees in clause 3:

[List anything expressly out of scope, e.g. hardware procurement, staff training, or ongoing help-desk support beyond the hours in clause 8] .

The Consultant is under no obligation to perform work outside the Services. If the Client requests it and the Consultant agrees, the Parties shall record the additional work and the additional fee in writing before that work begins.

2. Standard of Care and No Guarantee of Results

The Consultant shall perform the Services with the reasonable skill, care and judgement expected of a competent IT professional, using practices consistent with then-current industry standards for the type of work involved.

The Consultant does not guarantee that any system, integration or configuration will be free of defects, that a migration will be lossless, or that a particular performance, security or uptime outcome will result outside the specific commitments in clauses 8 and 9. The Client remains responsible for maintaining its own backups of any data or system the Consultant works on, except where clause 1 expressly makes backup the Consultant's responsibility.

The Client shall give the Consultant timely access to the information, personnel, systems and credentials the Consultant reasonably needs, and shall ensure that what it

supplies is accurate and complete. The Consultant is not liable for any deficiency in the Services caused by inaccurate, incomplete or late information, access or credentials from the Client.

3. Fees

In consideration of the Services, the Client shall pay the Consultant on the basis or bases completed below. A basis left blank does not apply to this engagement. If more than one basis is completed, each applies only to the work it describes, and the same work is not charged under more than one basis.

(a) Hourly — [Hourly rate and currency] per hour of work recorded in the Consultant's time records, up to [Cap on hours per week or per month, or state that there is no cap] .

(b) Retainer — [Retainer amount and currency] per month, covering up to [Hours or scope of work included in the retainer] , including the support response commitments in clause 8. Work beyond that allocation is charged at the hourly rate above or, if the hourly basis is not completed, at a rate the Parties agree in writing before that work begins. The retainer is payable whether or not the Client uses the full allocation, and unused capacity does not carry forward unless the Parties agree otherwise in writing.

(c) Project or milestone — [Total fixed fee and currency] for the Services, payable [Milestones or instalments and the amount due at each] .

4. Payment Terms

The Consultant shall invoice the Client [Invoice frequency, e.g. monthly in arrears] . Each invoice is payable within [Payment period, e.g. fifteen (15) days] of its date, by [Accepted payment method, e.g. bank transfer to the account named on the invoice] . Fees are exclusive of value added tax, goods and services tax, sales tax and any similar tax, which the Client shall pay in addition where it applies.

The Client shall notify the Consultant of any disputed item on an invoice within [Dispute window, e.g. seven (7) days] of receiving it, giving its reasons. Amounts that are not disputed in that period remain payable on the due date.

If an undisputed amount remains unpaid more than [Grace period, e.g. ten (10) days] after its due date, the Consultant may charge interest on the outstanding balance at [Late payment interest rate, e.g. 1.5% per month] and, on written notice, may suspend the Services (including the support response and uptime commitments in clauses 8 and 9) until the account is settled. A suspension under this clause does not put the Consultant in breach and extends any affected deliverable date by the length of the suspension.

5. Expenses

The Client shall reimburse the Consultant for reasonable out-of-pocket expenses necessarily incurred in performing the Services, limited to the following categories:

[Reimbursable categories, e.g. third-party software licences, cloud hosting or data purchased for the engagement]

Any single expense above [Approval threshold, e.g. \$250] requires the Client's written approval before it is incurred. The Consultant shall submit receipts or equivalent records with the invoice on which the expense appears, and reimbursable expenses are payable on the same terms as fees.

6. System Access and Security

The Client shall grant the Consultant access to the following systems, networks, environments and accounts, to the extent reasonably necessary to perform the Services (the "Client Systems"):

[List the systems the Consultant will access, e.g. production AWS account (read-only), Google Workspace admin console, staging database]

Access is granted on a least-privilege basis: the Consultant shall have no greater level of access than the Services require, and the Client may revoke or narrow access at any time on written notice if it reasonably believes doing so is necessary for security.

The Consultant shall: (a) use Client Systems and any credentials issued to it only to perform the Services and for no other purpose; (b) not share credentials with, or grant access to, any person other than its own personnel and approved subcontractors under clause 18 who need it for the Services; (c) comply with the Client's written security policies that are provided to the Consultant before or during the engagement, to the extent they do not conflict with this Agreement; and (d) use commercially reasonable technical and organizational measures to protect any credentials, tokens or access keys the Client issues to it, including not storing them in plain text and revoking or rotating them promptly once no longer needed.

The Consultant shall promptly notify the Client on becoming aware of: any actual or suspected unauthorized access to, or vulnerability in, Client Systems, whether or not caused by the Consultant; or any credential issued to the Consultant that may have been compromised. The Consultant shall reasonably cooperate with the Client's investigation and remediation of any such event at the Consultant's own cost where the event resulted from the Consultant's breach of this clause, and otherwise on terms the Parties agree.

On completion of the Services to which a given access grant relates, or earlier on the Client's request or termination of this Agreement, the Consultant shall stop using the relevant Client Systems, and shall return, delete or allow the Client to revoke all credentials and access issued to it, whichever the Client's own systems require. The Consultant shall confirm in writing when this has been done if the Client asks.

7. Data Handling

"Client Data" means any data the Client provides to the Consultant, or that the Consultant creates, processes or has access to through Client Systems, in connection with the Services, including any personal data within it. Client Data remains the Client's property.

The Consultant shall: (a) use Client Data only to perform the Services; (b) not sell Client Data or use it to train any model or product not built for the Client under this Agreement; (c) maintain administrative, technical and physical safeguards appropriate to the sensitivity of the Client Data, including encryption of Client Data in transit and, where the Consultant stores it outside Client Systems, at rest; and (d) not disclose Client Data to any third party except an approved subcontractor under clause 18 who is bound by confidentiality and security obligations at least as protective as this clause, or as required by law.

The Client is responsible for determining which data protection, privacy or sector-specific laws apply to the Client Data (for example, laws protecting personal, health or payment card data) and for telling the Consultant in writing about any specific handling requirement those laws impose before the Consultant is given access to the data they cover. The Consultant shall comply with any such requirement it has been told about in writing and shall reasonably cooperate with the Client in meeting the Client's own obligations under those laws, including assisting with a data subject request or regulatory inquiry that relates to the Services.

If the Consultant becomes aware of an actual data breach affecting Client Data in its possession or control, it shall notify the Client without undue delay and in any event within [Data breach notification period, e.g. forty-eight (48) hours] of becoming aware, describing the nature of the breach, the Client Data affected and the steps the Consultant is taking to contain it. On termination of this Agreement, or earlier on the Client's written request, the Consultant shall return or delete all Client Data in its possession, except copies it must keep by law or under its ordinary backup and record-retention practices, which remain subject to this clause for as long as they are held.

8. Service Levels: Support Response Times

This clause and clause 9 apply only to the extent the Services include ongoing support or the hosting or operation of a system on the Client's behalf, as specified below. Where neither applies, these clauses have no effect and the Services are governed by clauses 1 and 2 alone.

Support hours are

[Support hours, e.g. Monday to Friday, 9:00am to 6:00pm in the Consultant's local time zone, excluding public holidays]

("Support Hours"). The Consultant shall use reasonable efforts to acknowledge a support request within the following target response times, measured from the request during Support Hours:

- (a) Critical (a Client System central to the Client's business is down or inaccessible) — [Critical response time, e.g. two (2) hours] .
- (b) High (a significant function is impaired with no reasonable workaround) — [High response time, e.g. one (1) business day] .
- (c) Normal (a non-critical issue or a request with a reasonable workaround) — [Normal response time, e.g. three (3) business days] .

9. Uptime Commitment for Hosted Systems

Where the Consultant hosts or operates a system on the Client's behalf as part of the Services, the Consultant shall use commercially reasonable efforts to make that system available [Uptime commitment, e.g. 99.5% of the time in each calendar month] , excluding scheduled maintenance notified at least [Maintenance notice period, e.g. twenty-four (24) hours] in advance, and excluding unavailability caused by the Client, a third-party service the system depends on, or an event beyond the Consultant's reasonable control.

If the Consultant fails to meet a target in clause 8 or this clause in a given month, the Client's remedy is limited to

[Remedy for a missed target, e.g. a 5% service credit per point the uptime target was missed by, capped at 25% of the fee] ,

unless the failure is also a material breach under clause 12, in which case clause 12 also applies. This clause does not limit either Party's rights under clause 14.

10. Ownership of Work Product

"Work Product" means the configurations, code, scripts, documentation, architecture and other materials the Consultant prepares specifically for the Client under this Agreement, but excludes the Client Systems themselves and any Client Data. On payment in full of the fees to which it relates, the Consultant assigns to the Client all right, title and interest in the Work Product, and shall sign any document the Client reasonably requires to give effect to that assignment.

The Consultant retains ownership of everything it brings to the engagement or develops independently of it — its methods, scripts, frameworks, templates, tools, know-how and any pre-existing material (together, "Consultant Materials"), including any improvement made to them during the engagement. Where Consultant Materials are embedded in the Work Product, the Consultant grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use them as part of the Work Product for the Client's own business purposes. Nothing in this clause affects ownership of any

third-party software, platform or service the Work Product relies on, which remains licensed to the Client on that provider's own terms.

Nothing in this Agreement prevents the Consultant from providing services of the same or a similar kind to any other client, or from using the general skills, experience and knowledge it acquires during the engagement, provided it complies with clauses 6, 7 and 11.

11. Confidentiality

Each Party may receive non-public information from the other in connection with the engagement, in any form and whether or not marked confidential ("Confidential Information"). It includes the Client's business, financial, customer, pricing and personnel information, the design and configuration of Client Systems, the Work Product, the Consultant Materials, and the terms of this Agreement. Client Data is Confidential Information but is also separately governed by clause 7.

The receiving Party shall keep Confidential Information in confidence, use it only for the purposes of this Agreement, and disclose it only to those of its personnel, contractors and professional advisers who need it and who are bound by obligations at least as protective as these. These obligations continue for

[Confidentiality survival period, e.g. three (3) years] after this Agreement ends, and for as long as the information remains a trade secret under applicable law. A Party may disclose Confidential Information where required by law, regulation or court order, and shall where lawful and practicable notify the other Party first. On request, or when this Agreement ends, each Party shall return or destroy the other's Confidential Information, except for copies it must retain by law or under its ordinary backup and record-retention practices, which remain subject to this clause for as long as they are held.

The obligations in this clause do not apply to information that the receiving Party can show:

- (a) was already lawfully known to it, without any duty of confidence, before the other Party disclosed it;
- (b) is or becomes public through no act or omission of the receiving Party;
- (c) is lawfully received from a third party who is free to disclose it; or
- (d) was independently developed by the receiving Party without reference to the Confidential Information.

12. Term and Termination

This Agreement takes effect on [Start date] and continues until [End date, or state that it continues until terminated] , unless it is terminated earlier under this clause.

Either Party may terminate this Agreement for convenience on [Notice period, e.g. thirty (30) days] written notice. Either Party may terminate it immediately on written notice if the other commits a material breach that is not remedied within [Cure period, e.g. fourteen (14) days] of written notice describing the breach, becomes insolvent, or ceases to carry on business. A repeated failure to meet the response or uptime targets in clauses 8 and 9 across [Repeated-failure period, e.g. three (3) consecutive months] is a material breach for this purpose. The Consultant may also terminate immediately if an undisputed invoice remains unpaid [Non-payment termination period, e.g. thirty (30) days] after its due date.

On termination the Client shall pay for all Services performed and reimbursable expenses incurred up to the termination date, including work in progress towards any fixed fee or milestone, and the Consultant shall deliver the Work Product produced up to that date and complete the access and data return steps in clauses 6 and 7. Clauses 6, 7, 10, 11, 13, 14, 15 and 17 survive termination, together with any other provision that by its nature is intended to survive.

13. Indemnification

The Consultant shall indemnify the Client against any loss, liability, damage, cost and reasonable legal expense the Client incurs arising from the Consultant's negligence or wilful misconduct, from a breach by the Consultant of clause 6, 7 or 11, or from a claim that the Work Product infringes a third party's intellectual property rights. This indemnity is subject in all respects to clause 14.

The Client shall indemnify the Consultant against any loss, liability, damage, cost and reasonable legal expense the Consultant incurs arising from the Client's negligence, wilful misconduct or breach of this Agreement, from the Client's use of the Work Product for a purpose other than the one for which it was prepared, or from a third-party claim relating to a decision the Client took in reliance on the Services.

A Party seeking indemnity shall notify the other promptly on becoming aware of the claim, allow the indemnifying Party to control its defence and settlement, and give reasonable assistance at the indemnifying Party's expense. No settlement that imposes an obligation or admission on the indemnified Party may be agreed without that Party's written consent.

14. Limitation of Liability

Neither Party is liable to the other for loss of profit, loss of revenue, loss of anticipated savings, loss of business, loss of goodwill, or any indirect or consequential loss, however arising, even if that loss was foreseeable or the Party was told it might occur. This clause does not limit either Party's liability for loss or corruption of Client Data caused by that Party's breach of clause 7.

The Consultant's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to

[Liability cap, e.g. the total fees paid under this Agreement in the twelve (12) months before the claim arose] .

Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, for a Party's wilful misconduct, or for any other liability that cannot lawfully be limited or excluded.

15. Non-Solicitation of Personnel

During the term of this Agreement and for

[Non-solicitation period, e.g. twelve (12) months] after it ends, neither Party shall

knowingly solicit for employment or engagement any employee or contractor of the other Party who was materially involved in the Services.

This clause does not prevent a Party from running a general advertisement or recruitment campaign that is not targeted at the other Party's personnel, or from engaging someone who responds to one, or from engaging someone whose employment or engagement with the other Party ended at least

[Cooling-off period, e.g. six (6) months] earlier. If a Party engages a person in breach of

this clause, it shall pay the other

[Agreed sum for a breach, e.g. thirty percent (30%) of that person's first-year compensation]

as a reasonable pre-estimate of the recruitment and disruption cost the other Party will incur.

16. Independent Contractor Status

The Consultant is an independent contractor and not an employee, partner, agent or joint venturer of the Client. The Consultant controls the manner and means by which the Services are performed, supplies its own equipment unless the Parties agree otherwise, and is responsible for its own taxes, insurance and any statutory contributions arising from the fees paid under this Agreement. The Consultant is not entitled to any employee benefit of the Client, and neither Party may bind the other or hold itself out as able to do so.

17. Governing Law and Jurisdiction

This Agreement, and any dispute or claim arising out of it or its subject matter, are governed by the laws of [Governing law, e.g. the State of Delaware] . The Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] .

Before commencing proceedings, the Parties shall attempt in good faith to resolve the dispute by discussion between senior representatives and thereafter by [Step required before litigation, e.g. mediation in the jurisdiction named above, or state that there is none] .

Nothing in this clause prevents either Party from seeking urgent injunctive or other interim relief at any time.

18. General

This Agreement, together with any statement of work or schedule the Parties sign under it, is the entire agreement between them concerning the Services and replaces any earlier proposal, quotation or understanding on that subject. Any purchase order or standard terms issued by the Client do not apply. This Agreement may only be amended in writing signed by both Parties.

Neither Party may assign this Agreement without the other's written consent, which shall not be unreasonably withheld, except that either Party may assign it to a successor of the business to which it relates. The Consultant may engage a subcontractor to perform part of the Services with the Client's prior written consent, and remains responsible for that subcontractor's work and for its compliance with clauses 6, 7 and 11.

Neither Party is liable for a failure or delay in performance caused by an event beyond its reasonable control, provided it notifies the other promptly and resumes performance as soon as it reasonably can. If any provision is held unenforceable, the remainder continues in force. A failure to enforce a provision is not a waiver of it. Notices must be given in writing to the addresses above or to an email address the Parties have used for the engagement. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature:

Printed name:

Company:

Title:

Date:

Consultant

Signature:

Printed name:

Company:

Title:

Date: