

Master Services 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.

Master Services Agreement

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

This Agreement is a framework. It does not by itself describe any project, deliverable, fee, or timeline. The Parties intend to enter into one or more Statements of Work under this Agreement, each describing a specific engagement and the fees payable for it. This Agreement sets out the terms that govern every Statement of Work the Parties sign, so they do not have to renegotiate these terms each time.

1. Statements of Work

A "Statement of Work" or "SOW" is a separate written document that the Parties sign referencing this Agreement, describing the services the Provider will perform, the deliverables (if any), the timeline, and the fees payable. No SOW binds either Party until it is signed by an authorized representative of each.

Each SOW is incorporated into, and governed by, this Agreement. Where a SOW and this Agreement conflict on a matter the SOW is entitled to address — such as scope, deliverables, fees, payment schedule, or a project-specific deadline — the SOW controls for that engagement only. On every other matter, including clauses 4 through 13 below, this Agreement controls unless the SOW expressly states that it is varying a named clause of this Agreement.

Nothing in this Agreement obligates either Party to enter into any SOW. Each SOW is a separate undertaking: ending one SOW, or the Parties' failure to agree on a further SOW, does not by itself end this Agreement or any other SOW then in progress.

2. Scope of Services and Fees Deferred to Statements of Work

This Agreement deliberately contains no description of services, deliverables, milestones, or fees. Those terms exist only in the SOWs signed under it, because they will differ between engagements and change over the life of the relationship. A signed SOW is required before the Provider performs any work or the Client owes any fee, and this Agreement alone creates no obligation to perform or pay for services.

Each SOW shall state, at minimum: the services and deliverables; the timeline or milestones; the fee, whether hourly, retainer, fixed, or milestone-based, and the currency; the invoicing frequency; and any engagement-specific acceptance criteria. Where a SOW is silent on payment terms,

[Default payment terms if a SOW omits them, e.g. invoices are payable within thirty (30) days of the invoice date]

apply to that SOW.

These payment mechanics apply to every SOW unless the SOW expressly states otherwise: an amount not disputed in writing within

[Payment dispute window, e.g. seven (7) days] of invoice date is not disputed; an amount unpaid more than [Grace period, e.g. fourteen (14) days] after its due date carries interest at [Late payment interest rate, e.g. 1.5% per month], or the maximum rate permitted by law if lower; and the Provider may, on written notice, suspend work under the affected SOW until payment is received, without being in breach of this Agreement or any SOW.

3. Term of this Agreement

This Agreement takes effect on [Effective date] and continues until terminated under clause 11, whether or not any SOW is in progress at the time.

4. Independent Contractor Status

The Provider is an independent contractor and not an employee, partner, agent or joint venturer of the Client, under this Agreement or any SOW. The Provider controls the manner and means by which services are performed, supplies its own equipment unless a SOW states otherwise, and is responsible for its own taxes, insurance and any statutory contributions arising from fees paid under this Agreement. The Provider 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.

5. Ownership of Work Product

Unless a SOW states otherwise, on payment in full of the fees relating to it, the Provider assigns to the Client all right, title and interest in the deliverables created specifically for the Client under that SOW ("Work Product"), and shall sign any document the Client reasonably requires to give effect to that assignment.

The Provider retains ownership of its pre-existing materials, tools, methods, and know-how, and of anything it develops independently of a SOW (together, "Provider Materials"), including any improvement made to them while performing a SOW. Where Provider Materials are embedded in Work Product, the Provider grants the Client a perpetual, worldwide, non-exclusive, royalty-free licence to use them as part of that Work Product for the Client's own business purposes.

A SOW may vary the ownership terms in this clause for the deliverables under that SOW — for example, treating certain deliverables as licensed rather than assigned. Where it does, the SOW controls for that engagement only.

6. Confidentiality

Each Party may receive non-public information from the other under this Agreement or any SOW, in any form and whether or not marked confidential ("Confidential Information"). It includes each Party's business, financial, customer, pricing, personnel and technical information, any Work Product and Provider Materials, the terms of every SOW, and the terms of this Agreement.

The receiving Party shall keep Confidential Information in confidence, use it only for the purposes of this Agreement and the relevant SOW, 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 or the SOW under which the information was disclosed ends, whichever is later, 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.

7. Insurance

Throughout the term of this Agreement and any SOW, the Provider shall maintain, at its own expense:

- (a) [Insurance policy 1, e.g. commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence] ;
 - (b) [Insurance policy 2, e.g. professional liability (errors and omissions) insurance with a minimum limit of \$1,000,000 per claim] ;
- and

(c)

[Insurance policy 3, or state that none further apply, e.g. workers' compensation insurance as required by applicable law] .

8. Representations and Warranties

Each Party represents that it has full power and authority to enter into this Agreement and each SOW it signs, and that doing so does not conflict with any other agreement by which it is bound.

The Provider represents that it will perform the services under each SOW with the reasonable skill and care expected of a competent provider in its field, in compliance with applicable law, and free of any material defect for

[Warranty period for deliverables, e.g. thirty (30) days] after delivery, remedying any breach of this warranty at its own cost. Except as expressly stated in this Agreement or a SOW, the Provider makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.

9. Indemnification

The Provider shall indemnify the Client against any loss, liability, damage, cost and reasonable legal expense the Client incurs arising from the Provider's negligence or wilful misconduct, from a breach by the Provider of clause 6, or from a claim that Work Product infringes a third party's intellectual property rights. This indemnity is subject in all respects to clause 10.

The Client shall indemnify the Provider against any loss, liability, damage, cost and reasonable legal expense the Provider incurs arising from the Client's negligence, wilful misconduct or breach of this Agreement or a SOW, or from the Client's use of Work Product for a purpose other than the one for which it was prepared.

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.

10. 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, loss or corruption of data, or any indirect or consequential loss, however arising, even if that loss was foreseeable or the Party was told it might occur.

Each Party's total aggregate liability arising out of or in connection with this Agreement

and all SOWs under it, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to

[Liability cap, e.g. the total fees paid or payable under the SOW giving rise to the claim in the twelve (12) months before the claim arose] .

Where a claim arises under a specific SOW, the cap applies to that SOW individually rather than in aggregate across all SOWs, unless the Parties state otherwise in that SOW.

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.

11. Termination

Either Party may terminate this Agreement for convenience on [Notice period, e.g. sixty (60) days] written notice, provided any SOW then in progress runs to completion under its own terms unless that SOW is also terminated under this clause or its own terms. Either Party may terminate this Agreement, and any SOW then in progress, 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.

On termination of this Agreement, the Client shall pay for all services performed and expenses properly incurred up to the termination date under each SOW then in effect, and the Provider shall deliver the Work Product produced up to that date. Clauses 5, 6, 9, 10 and 13 survive termination of this Agreement, together with any provision of a SOW that by its nature is intended to survive.

12. Governing Law and Jurisdiction

This Agreement, every SOW signed under it, and any dispute or claim arising out of either, 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.

13. General

This Agreement, together with every SOW signed under it, is the entire agreement between the Parties concerning the subject matter of those SOWs, 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; a SOW may be amended in writing signed by both Parties without amending this Agreement.

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 Provider may engage a subcontractor to perform part of the services under a SOW with the Client's prior written consent, and remains responsible for that subcontractor's work and for its compliance with this Agreement.

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 their engagement. This Agreement, and each SOW, 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:

Provider

Signature:

Printed name:

Company:

Title:

Date: