

In this agreement, "Client" refers to the recipient of consulting services and "XYZ" refers to the provider of those services.

[XYZ letterhead]

[form of long-form consulting agreement]

[date]

[client]

[address]

[city/state/zip]

Attention: [name, title]

Dear [Mr./Ms.][name]:

Thank you for deciding to retain XYZ, a nonprofit focused on [describe mission and services]. This letter ("Agreement") describes our understandings about those services and our working relationship. It refers to your organization as "you" or "[Client]" and to XYZ as "we" or "XYZ."

1. Consulting Services

1.1 Scope

We will perform consulting services ("Services") for you as described in the Statement of Work ("SOW") attached as Exhibit A. If you wish to engage us for additional Services, you will notify us and we will prepare a separate SOW describing the specific assignment.

1.2 Compensation

Payment for the Services and reimbursements for expenses will be due as set forth in the applicable SOW. Unless otherwise provided in the applicable SOW, payment will be due within 30 days of receipt of invoice. [Interest of 1% per month will be due on any late payment from the due date until the amount is paid.]

1.3 Scope changes

If you ask us to perform Services which in our view are not included in the scope of Services as described in the applicable SOW, we will submit to you a written Change Order, in the form of Exhibit B, describing: (a) the additional Services or hours to be performed and (b) the additional fees, if any, associated with such Services and time. If we determine that more work is necessary to accomplish your project than is specified in the SOW, we will submit to you a written Change Order setting out the proposed changes and associated fees. You will decide whether or not to approve the additional Services. We will not perform any Service not authorized by you in the SOW or approved Change Order. For any new projects or work unrelated to the original Services described in a SOW, you and XYZ must agree upon a new SOW.

2. Communication and Cooperation

2.1 Contact Persons

XYZ and you will each identify an individual to act as a principal contact person for the relationship. The initial contact persons are identified in the SOW. XYZ and you may change its contact person at any time by written notice to the other party.

2.2 Personnel

We may perform Services through our staff or through use of third party contractors who will work with you directly. If you believe that the individual working on an assignment is not qualified to perform the Services or otherwise have concerns about staffing, please let us know and we will work to promptly address the situation. [XYZ personnel physically located at your facilities will comply with your workplace standards and policies.]

2.3 Cooperation

You acknowledge that the effectiveness of an engagement depends in large part on the information you provide and the actions you undertake. To that end, you will cooperate with XYZ in the performance by us of Services, including, without limitation, providing us with timely access to data, information, and personnel and ensuring the accuracy and completeness of the data and information you provide to us.

3. Confidentiality and Work Product

3.1 Confidential Information

We will use your Confidential Information (defined below) only in connection with our activities under this Agreement and will keep it confidential, using at least the same degree of care we use to prevent the unauthorized use or disclosure of our own confidential information. We may disclose Confidential Information only to contractors or other persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by you is and shall remain your property. "Confidential Information" means all information furnished to XYZ by you that is expressly marked or otherwise designated by you as "Confidential." It does not include information that is generally available to the public, information already known by us before entering into this Agreement, or information we independently develop.

3.2 Work Product

XYZ in performing Services may furnish you with reports, plans, or other written materials specifically prepared for you (the "Work Product"). Subject to the terms of this Agreement, you will own all such tangible Work Product. You acknowledge that we own and retain all right, title, and interest in and to any and all proprietary know-how and methodologies we use in creating the Work Product or in otherwise providing Services.

4. Relationship

4.1 Independent Contractor

XYZ is an independent contractor and is solely responsible for performing the Services. We will provide our own equipment and materials. We have sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with our performance of the Services and receipt of fees under this Agreement. We understand that you will not withhold income, social security, or obtain workers' compensation insurance on our behalf. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither you nor we have the power or authority to bind or obligate the other to a third party or commitment in any manner.

4.2 Nature of Services

For clarity, we have not been engaged to, and will not, perform management functions or make management decisions on your behalf, and we have no responsibility for your decisions or actions. You are responsible for making your own evaluations and decisions regarding our recommendations. In addition, we are not attorneys or independent public accountants, and the Services do not include the provision of legal, auditing, or assurance services.

4.3 Acknowledgment of XYZ's Multiple Clients

XYZ serves multiple clients. You acknowledge the possibility and agree that we may have served, may currently be serving, or may in the future serve other organizations whose interests may be adverse to yours, including parties with whom you (a) compete for funding or other revenue sources and (b) have a current or potential programming, commercial or other relationship. We of course will respect our confidentiality obligations to you in carrying out those assignments.

4.4 Publicity

You agree that, subject to Section 3.1 of this Agreement, we may in our discretion identify you as a client in internal and external communications, including on our website and in our outreach materials.

5. Indemnification and Liability Limitation

5.1 Indemnification by XYZ

XYZ will indemnify, defend, and hold you harmless from and against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees and expenses, resulting from any breach by XYZ of its obligations under this Agreement or any third party claim that any Services, Work Product, methodology, or work performed by the XYZ under this Agreement infringes such party's patent, copyright, trademark, trade secret, or other rights, except to the extent the liability is solely caused by your gross negligence, willful misconduct, or fraud.

5.2 Indemnification by Client

You will defend, indemnify, and hold us harmless from and against any and all claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from any breach by you of your obligations under this Agreement, any claims by third parties relating solely to or arising out of the Services, or your actions or other matters related to the subject matter of our Services, including actions you take based on or reflecting our recommendations, except to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of XYZ.

5.3 [Limitation of Liability

Neither you nor XYZ will be liable to the other for any incidental, special, consequential, exemplary, punitive, or indirect damages arising out of or otherwise related to this Agreement even if the other party has been apprised of the likelihood of such damages. [XYZ's total liability with respect to an engagement will not exceed that which you have paid or will pay us in fees under the applicable SOW, except that no such limitation will apply with respect to liabilities involving the gross negligence, willful misconduct, or fraud of XYZ.]]

6. Term and Termination

6.1 Term and Termination

This Agreement becomes effective on the date it is executed by the last to sign. A SOW or Change Order becomes effective on the date it is executed by the last to sign. You and we may terminate this Agreement or any SOW or Change Order resulting from this Agreement at any time by giving 30 days written notice to the other. In addition, you and we may terminate this Agreement, or any SOW or Change Order resulting from this Agreement, upon a material breach by the other; such a termination will be effective 5 days after giving written notice.

6.2 Effect of Termination

Termination of the Agreement will have these consequences: (a) upon your written request, we will return to you or destroy all copies of written Confidential Information furnished to us; (b) all SOWs will terminate unless otherwise agreed to by you and us; and (c) you will pay us for our work then in progress as stated in any open SOWs, as invoiced by us. If payment for work then in progress is due, you will pay us within 30 days after the later of receiving our invoice or the effective date of termination. Sections 3, 4.4, 5, 6.2, and 7 will survive any termination of this Agreement.

7. General Provisions

7.1 Entire Agreement; Amendment

This Agreement, together with all SOWs and Change Orders, expresses the final, complete, and exclusive agreement between you and us, and supersedes prior or contemporaneous

written and oral agreements, negotiations, course of dealing, and communications between you and us relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both you and XYZ which recites that it is an amendment to this Agreement. If there are any inconsistencies between any SOW or Change Order and this Agreement, this Agreement will control.

7.2 Severability; Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.3 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

* * * * *

Please confirm that this letter correctly and completely describes our agreement by signing where indicated below and returning the signed letter to us.

We very much look forward to working with you.

Very truly yours,

XYZ

By: _____
[name and title]

Confirmed, accepted and agreed as of _____, 20_:

[Client]

By: _____
[name and title]

Exhibit A Statement of Work

Client data and contact person

Client name	
Client address	
Client telephone	
Client contact person	Name: Title: E-mail: Telephone:

XYZ data and consultant

XYZ address	
XYZ consultant	Name: Title: E-mail: Telephone:
XYZ EIN number	

Services

Project start date	
Project completion date	
Project budget and expected number of hours (if applicable)	
Description of Services	

Compensation

Basis	
Expense reimbursement	
Invoicing	

Other terms (if applicable)

[topic]	[state other terms]
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This document is a Statement of Work ("SOW") contemplated by the Consulting Agreement, dated _____, 20__, between

XYZ and [client].

Agreed and confirmed as of the date stated above in this SOW:

XYZ

[Client]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B Change Order

Original SOW date	
XYZ consultant	
Reason for and nature of change in Services	
Modified hours (if applicable)	
Modified Project completion date (if applicable)	
Modified compensation terms (if applicable)	

This document is a Change Order, dated _____, 20__, between XYZ and [Client].

Agreed and confirmed as of the date stated above in this Change Order:

XYZ

[Client]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____