Sample Contract

Programs should always have a legal expert review their contract to ensure legal compliance.

THIS AGREEMENT is effective as of _____ [date], by and between _____, hereafter referred to as "Company, and _____ [Consultant], hereafter referred to as "Consultant."

Term
Company will retain Consultant, and Consultant will accept such retention, commencing as of the effective date of this Agreement and continuing through midnight of _____ [date] or until termination of this Agreement as provided below.

Tip:
Begin with your goals and objectives for the consulting work.

Scope of Services
Consultant will provide expertise to deliver successful outcomes for the following objectives (EXAMPLES):
* To enhance skills in reflective supervision for the supervisory staff
* To improve communication between all levels of staff
* To assist the program's management team in revising communication systems
Consultant will provide technical assistance and training and facilitate meetings as necessary. Consultant will provide an action plan to accomplish the outlined objectives with timelines prior to implementation of the plan. Implementation of the plan will begin after the approval by the Company.
Consultant agrees to be available on a basis to be mutually agreed upon, but no more than _____ hours or days under this agreement. Services shall include telephone time; on-site consulting at Company or elsewhere; review of written documents and data; and/or preparation of written documents.

Tip:
Succinctly specify the services to be provided by the consultant. An addendum, with the work plan or scope of work, can provide additional detail on the services to be provided and timelines for completion.

Compensation
Company will pay Consultant a fee of $_____ per hour/ day for the consulting services requested and performed under this Agreement. Total hours/days of services will not exceed _____ hours/days under this agreement. Consultant invoices detailing the services rendered pursuant to this Agreement should be sent to [Contact] at Company, and payments will be made within thirty (30) days of [Contact's] receipt of such invoices. In addition, Company will reimburse Consultant for her reasonable expenses approved in advance by Company.

The Hourly Compensation Rate does not include expenses. Company shall reimburse Consultant for all reasonable living and transportation expenses incurred in response to requests by Company for Consultant to travel. Reimbursement shall be made directly to Consultant within 30 days of receipt by Company of a request from Consultant for reimbursement, with original receipts of all expenses submitted.

Tip:
Specify the pre-negotiated hourly rate (or other method of payment), and include a “not to exceed” limit on hours worked and total payment amount.

No Conflict of Interest
Consultant acknowledges that no prior or existing relationships exist that would prevent Consultant from entering into and fulfilling all obligations under this Consulting Agreement.

Consultant shall not disclose to Company any information, suggestion, product, product development, or process with respect to which Consultant is under any actual or implied duty to any third party to keep secret or to advise, suggest, or develop such information; and nothing in this Agreement shall impose an obligation on Consultant to act contrary to any such actual or implied duty to others. Company shall be free to use all information that is disclosed by Consultant to Company without any further obligation to Consultant.

Tip:
“No conflict of interest” language is particularly important when the consultant may work for another organization, including a potential competitor.

Confidential Information
Company shall disclose confidential information to Consultant directly or indirectly, with or without notice of its confidential nature. Accordingly, Consultant agrees to hold all information disclosed to Consultant by Company in confidence and neither disclose the same to others nor use the same for any purpose without the written permission of Company. Upon request, Consultant will return to Company all written information supplied to Consultant by Company or generated by Consultant on behalf of Company, including all copies thereof.

Consultant agrees that all technical information, including any reports, relating to the field developed by Consultant in connection with services under this Agreement shall be the property of Company and subject to the confidentiality and nonuse provisions set forth herein.

Consultant will follow program confidentiality policies concerning information about children, families, and other staff members, as specified in 45 CFR 1304.52(i)(1)(ii).

Tip:
Discuss this policy with your consultant to clarify ownership of any materials developed. For example, if you have hired a consultant to develop a video, be sure the materials are copyrighted by your organization and include your logo.

Code of Conduct
Consultant will follow Company's code of ethical and professional conduct. Consultant's failure to follow the code of professional ethics will result in immediate termination of this agreement and notification to appropriate sources, as necessary.

Other Provisions
In performing Services for Company pursuant to this Agreement, Consultant shall be acting in the capacity of an independent contractor to Company and not as an employee of Company or any of its subsidiaries. Accordingly, although Company shall specify the general nature of the work to be performed and the goals to be met, the details of performing such work and meeting such goals shall be determined by Consultant.

Tip:
Be sure to include a clause that states that the consultant is not an employee.

Consultant is an independent contractor and is not an employee or agent of Company. Consultant shall not be entitled to any benefits or compensation from Company except as set forth in this Agreement, and shall in no event be entitled to any fringe benefits payable to employees of Company. Consultant will be responsible for taxes.

Tip:
Clarify that consultants do not receive company fringe benefits.

The term of this Agreement shall be _____ months from the Effective Date, unless terminated earlier or extended longer as may be mutually agreed upon by the parties in writing. Some provisions of this Agreement, including provisions of confidentiality, shall survive termination of the Agreement.
Any amendment or modification to this Agreement shall be valid only if in writing and signed by both parties.

Either party may terminate this Agreement for any reason upon not less than 30 days prior written notice delivered to the other.

Tip:
An “early termination” clause allows for either party to terminate the agreement with written notice.

This Agreement will be governed by the laws and policies of the Company. Any dispute arising under this Agreement that the parties cannot resolve by good faith discussion and negotiation shall be decided by binding arbitration and conducted according to the rules and guidelines of the Company policy.

Agreement to this consulting contract is indicated by the signatures below:

Consultant Name: _____ Company Director: _____
Social Security #: _____ Company Name: _____
Consultant Address:_____ Company Address: _____