



Master Consulting Agreement

This agreement establishes the ongoing consulting relationship. Each signed statement of work defines an individual project, its deliverables, schedule, and fees. Signing this agreement alone does not authorize paid work.

DRAFT FOR LEGAL REVIEW. Complete every bracketed field and obtain appropriate legal review before signing. Proposed default terms are negotiable; this template is not a signed agreement.

Effective date: [date]

Consultant: S&J Consulting, LLC, a [state] limited liability company

Consultant notice address: [mailing address]; support@sandjconsultingllc.com

Client: [full legal name, entity type and state]

Client notice address and email: [address and email]

1 Services and project authorization

Consultant provides strategic planning, organizational development, process improvement, business intelligence, reporting, automation, integration, or systems consulting as described in signed statements of work (SOWs). Each SOW incorporates this agreement. No commitment to a project, onsite visit, expense, or fee arises until the parties authorize it in writing. A free introductory call of up to one hour does not authorize further work.

2 Scope and changes

Only the services and deliverables identified in a SOW are included. Changes to scope, assumptions, deliverables, timing, or cost require a written change order approved by both authorized representatives before changed work begins. Consultant may continue unaffected work while a change is evaluated.

3 Client responsibilities

Client supplies timely decisions, accurate information, authorized system access, subject matter experts, and a project sponsor. Client remains responsible for business decisions, source-data accuracy, software licenses, production backups, and approving production changes. Client delays or changed assumptions may require a revised schedule or approved change order.

4 Fees and payment

Fees, deposits, milestones, hourly rates if applicable, invoice due dates, and any spending limits are stated only in the SOW. Travel and third-party costs require advance written approval. Client identifies disputed invoice items in writing within [10] business days and pays undisputed amounts when due. No late charge applies unless expressly agreed in the SOW and permitted by applicable law.

5 Deliverables and acceptance

A SOW defines objective acceptance criteria and a review period. Client provides written acceptance or identifies specific material deficiencies within that period. Consultant addresses in-scope deficiencies and resubmits affected work for review. Silence is not acceptance unless a signed SOW expressly provides otherwise. Support, new enhancements, and maintenance after acceptance require separate authorization.

6 Confidentiality and permitted disclosure

Each party protects nonpublic information disclosed by the other with reasonable care, uses it only for the engagement, and shares it only with personnel or approved providers who need access and are bound to protect it. Exclusions are information already lawfully known, independently developed, publicly available without breach, or lawfully received from another source. Required legal disclosure is permitted with prior notice where lawful. Confidentiality continues for [3] years after termination; trade secrets remain protected while legally qualifying as trade secrets. No client name, testimonial, or case study may be published without written permission.

Nothing in this agreement prohibits lawful reporting of suspected violations. An individual may disclose trade secrets confidentially to a government official or attorney solely to report or investigate a suspected violation of law, or in a court filing made under seal. An individual bringing a retaliation claim may disclose them to an attorney and use them in the proceeding subject to sealed filings and court-ordered disclosure restrictions, as provided by 18 U.S.C. 1833(b).

7 Data access and production safeguards

The parties document approved access, data categories, retention, and security requirements in the SOW. Use least-privilege access and approved secure credential exchange. Production write operations, deployments, and material system changes require designated Client approval and an agreed backup and rollback procedure. Consultant does not provide cybersecurity certification or legal compliance opinions unless expressly scoped. Separate written terms are required before processing regulated or highly sensitive data. Each party promptly notifies the other of an identified incident affecting engagement data and reasonably cooperates in remediation.

8 Ownership and reuse

Client retains its data and existing materials. Upon full payment of the applicable fees, Consultant assigns to Client its rights in client-specific final deliverables identified in the SOW, excluding Consultant materials and third-party materials. Consultant retains pre-existing tools, general methods, templates, reusable libraries, and independently developed know-how. Client receives a perpetual, nonexclusive license to use, modify, and permit its service providers to maintain Consultant materials embedded in paid deliverables for Client's internal operations. Third-party materials remain subject to their own licenses. Deliverable ownership exceptions and source-code handoff are stated in the SOW. No confidential Client information may be reused.

9 Performance and limitations

Consultant performs services with reasonable professional care. Client reports a material failure to meet this standard within [30] days of delivery; Consultant will reasonably reperform affected services or refund the fees paid for the affected portion if reperformance is not practicable. Consultant does not guarantee growth, savings, uninterrupted systems, or a particular business result. Third-party products are governed by their own terms.

10 Liability allocation

To the extent permitted by applicable law, neither party is liable for consequential, incidental, special, or punitive damages, or lost profits arising from the engagement. Each party’s aggregate liability under a SOW is limited to fees paid or payable under that SOW. These exclusions and limits do not apply to fraud, willful misconduct, gross negligence, or Client’s payment obligations. Counsel should review this allocation, including any negotiated confidentiality, data-security, or intellectual-property exceptions. Nothing limits liability that law prohibits limiting.

11 Term and termination

This agreement continues until terminated. Either party may terminate it or an active SOW on [15] days’ written notice, or for a material breach not cured within [10] days after written notice. Client pays for services performed and preapproved noncancelable commitments through termination. Consultant refunds unearned prepaid fees after reconciliation, provides paid work in its then-current state, and reasonably cooperates in a scoped transition. Return or securely delete confidential materials on request, except legally required records and protected backup copies. Payment, confidentiality, ownership, and liability provisions survive as applicable.

12 Relationship disputes and general terms

Consultant is an independent contractor and cannot bind Client. Parties first escalate disputes to their authorized representatives for good-faith resolution. Governing law: [state], excluding conflict-of-law rules. Court venue: [county and state]. Notices go to the addresses above; email notices require acknowledgment or other verifiable receipt. This agreement and signed SOWs are the entire agreement. Amendments require written approval by both parties. A SOW controls project details; any override of this agreement must expressly identify the affected section. Neither party may assign without consent except to a successor assuming its obligations. Unenforceable provisions are severed. Electronic signatures and counterparts may be used where lawful.

13 Signatures

For S&J Consulting, LLC

Authorized signer: [name and title] Signature: _____ Date: _____

For Client [legal name]

Authorized signer: [name and title] Signature: _____ Date: _____