



Core Elements of a Consulting Contract

The content and formats of consulting contracts can vary widely, depending on the nature and needs of the client and consultant. However, the following elements are often found in consulting contracts. The following is not to be interpreted as legal advice.

1. Title page
2. General description of both parties (you and your client), including name and contact information
3. Brief and general description of the nature of the services
4. Official contacts (name and positions) for each party
5. Start and stop dates for the project
6. Goals and/or outcomes from the project (might refer to an attached proposal)
7. Tangible deliverables from the project (might refer to an attached proposal)
8. Approach to evaluation (might refer to an attached proposal)
9. Roles and responsibilities (might refer to an attached proposal)
10. Where the work will be done
11. Ownership of materials brought to, or produced during, the project
12. Billable fees, expenses and materials
13. How the contract can be terminated
14. Terms of confidentiality
15. Specification that you are an “independent contractor”
16. Space for both parties to include their signatures and for date of the contract signing

If the scope and costs of your project are relatively small, for example, under \$5,000, the proposal itself might be signed as representing a formal contract.

Additional Elements Sometimes Included in Consulting Contracts

The following elements are sometimes included in consulting contracts, especially when the contracts are used by large, well-established organizations.

1. How decisions are made between consultant and client
2. How communication occurs between consultant and client
3. How the document can be changed
4. A “kill fee” which specifies what your client or you pays if either of you suddenly terminates the contract
5. Number of hours required from each party to finish the project
6. Indication of compliance with applicable laws and regulations
7. Insurance requirements
8. Warranties of service
9. Avoidance of solicitation to employees
10. Remedies/arbitration if major disagreements occurs
11. The project proposal as an attachment, especially with complex projects