

Sample Consulting Agreement

****Warning****: This document is a general template and should not be used directly without consulting a lawyer. The consulting agreement should be tailored to suit the specific nature of each consulting engagement and the needs of the contracting parties.

1. Parties

This agreement is made on [contract date] between:

Client: [Client company/organization name] ("Client")

Consultant: [Consultant/consulting firm name] ("Consultant")

2. Scope of Work

2.1 The Client agrees to engage and the Consultant agrees to provide the following consulting services:

- [Specify details of consulting work 1]
- [Specify details of consulting work 2]
- [Specify details of consulting work 3]

2.2 The Consultant shall deliver the following deliverables:

- [Specify deliverable 1] by [due date]
- [Specify deliverable 2] by [due date]

3. Term of Agreement

3.1 This agreement is effective from [start date] and ends on [end date].

3.2 Renewal: [Specify renewal conditions, if any]

4. Compensation and Payment

4.1 Compensation: The Client agrees to pay the Consultant a fee of [amount] Baht.

4.2 Payment Schedule:

- [Specify payment schedule and conditions]

4.3 Expenses: [Specify expense reimbursement policy, if any]

5. Duties and Responsibilities of the Consultant

5.1 The Consultant shall perform the services with due care and to the best of their abilities.

5.2 The Consultant shall report on the progress of the work to the Client periodically as agreed.

5.3 The Consultant shall comply with the Client's relevant policies and regulations related to the performance of the work.

6. Client's Obligations

6.1 The Client shall provide necessary information and resources to the Consultant for the performance of the work.

6.2 The Client shall pay the compensation as specified in this agreement.

7. Independent Contractor Status

The Consultant is an independent contractor, not an employee, agent, or partner of the Client. The Consultant shall be responsible for their own taxes and social security contributions.

8. Intellectual Property

8.1 All work products created by the Consultant during the performance of this agreement shall be the property of the Client.

8.2 The Consultant agrees to transfer all intellectual property rights arising from the work to the Client.

9. Confidentiality

9.1 The Consultant agrees to keep confidential all information received from the Client during the performance of the work.

9.2 This confidentiality obligation shall survive the termination of this agreement.

10. Non-Competition and Non-Solicitation

10.1 During this agreement and for [specify period] after its termination, the Consultant agrees not to:

- Engage in business competing with the Client
- Solicit the Client's customers or employees

11. Termination

11.1 The Client may terminate this agreement by giving the Consultant at least [number of days] days' written notice.

11.2 In case of material breach by either party, the other party has the right to terminate the agreement immediately.

12. Liability

The Consultant shall be liable to the Client for damages arising from the Consultant's negligence or willful misconduct in performing the work, but such liability shall be limited to [specify amount] Baht.

13. Dispute Resolution

Any disputes arising from or in connection with this agreement shall be settled through negotiation. If an agreement cannot be reached, the case shall be brought before the court of competent jurisdiction.

14. Governing Law

This agreement is governed by and interpreted in accordance with Thai law.

15. Amendments

Any amendments to this agreement shall be effective only if made in writing and signed by both parties.

Both parties have read and understood the contents of this agreement in detail and have signed it as evidence.

Signed: _____ (Client)

Date: _____

Signed: _____ (Consultant)

Date: _____