

*NB! This sample document is provided for informational purposes only, and should not be construed as legal advice on any subject matter. For legal advice, individuals and entities using this document are encouraged to consult their own legal counsel.*

## MASTER SERVICES AGREEMENT

THIS AGREEMENT is entered into as of date, by and between:

**COMPANY A**, a legal entity duly incorporated and validly existing under State legislation, located at address, represented by Representative's Name & Job Title,

**AND**

**COMPANY B ("COMPANY")** a legal entity duly incorporated and validly existing under the State legislation, located at address, represented by Representative's Name & Job Title.

Hereinafter referred collectively as "**PARTIES**" and individually as "**PARTY**".

**WHEREAS**, **CLIENT** wishes to obtain the services of **CONTRACTOR** specified hereunder for the certain purposes, and **CONTRACTOR** wishes to provide such services, all subject to the terms and conditions of this Agreement.

**THEREFORE**, in consideration of the mutual promises contained herein, and intending to be legally bound hereby, **PARTIES** mutually agree as follows:

### 1. TERMS AND DEFINITIONS

**List the terms that will be used further in the document and provide a definition for each.**

For example:

1.1. "**Services**" shall mean the scope of development/testing/consulting/... services of the Software, data processing services as well as consulting in the informatization area, or certain types of services specified above, depending on the context.

1.2. ... .

...

This section may include words such as "software," "employees," etc.

### 2. SUBJECT MATTER OF AGREEMENT

2.1. **CONTRACTOR** undertakes to provide **CLIENT** with the specify what services will be provided and the way of delivery (for example: software testing services using remote computer systems) under the terms and conditions of this Agreement. **CLIENT** undertakes to remunerate **CONTRACTOR** as stipulated by this Agreement.

### 3. RENDERING SERVICES

3.1. **CONTRACTOR** provides specify the services.

**Specify the rights and obligations regarding the cooperation and relationships between the parties.**

For example:

a) Under this Agreement rights and obligations arise directly between **CONTRACTOR** and **CLIENT**. This Agreement does not set any relationships (including employment relationships) between **CLIENT** and employees.

b) ... .

c) ... .

#### 4. CONFIDENTIALITY

**Specify the way confidential information should be treated by the parties.**

For example:

4.1. To perform its mission, **CONTRACTOR** may receive confidential information and copyrighted materials from **CLIENT**. All information relating hereto and disclosed between **PARTIES** shall remain confidential unless otherwise agreed and shall not be disclosed to any third **PARTY** without prior written approval of the other **PARTY**.

#### 5. INTELLECTUAL PROPERTY RIGHTS

**Specify the way intellectual property rights should be treated by the parties.**

For example:

5.1. All exclusive intellectual property rights to all the Software or its part created hereunder shall belong to **CLIENT**.

#### 6. TERMINATION

**Specify the date when the agreement becomes effective and the termination procedure.**

For example:

6.1. The present Agreement is valid from date.

6.2. This Agreement can be terminated by both **PARTIES** in written form specify the term before the preferable day of termination.

6.3. ... .

#### 7. REMUNERATION OF THE CONTRACTOR

**Specify the price.**

For example:

7.1. **CLIENT** shall pay for Services rendered by **CONTRACTOR** on the terms of this Agreement.

7.2. **CONTRACTOR's** remuneration for service shall be price.

7.3. ... .

#### 8. ACCEPTANCE OF RENDERED SERVICES AND PAYMENT PROCEDURE

**Specify the details of the payment procedure, including the invoicing process and accountability for not paying the agreed price.**

8.1. ... .

8.2. ... .

...

#### 9. FORCE MAJEURE

**Specify when the party shall not be liable for failure of or delay in the performance.**

9.1. ...

For example, such circumstances can include a failure or delay that:

**a) is beyond the reasonable control of a **PARTY**;**

**b) could not reasonably have been foreseen or provided against;**

...

**10. AMENDMENTS**

**Specify the amendment procedure (if envisaged).**

For example:

10.1. This Agreement may be amended or supplemented only by the written agreement of **CLIENT** and **CONTRACTOR**.

10.2. . . .

**11. JURISDICTION**

**Specify what laws apply in case the parties need to settle a dispute.**

For example:

11.1. **PARTIES** shall make reasonable efforts to settle any disputes, difficulties or claims arising out of, or in connection with this Agreement by negotiations.

11.2. The law of the state/region is applied to this Agreement. Both **PARTIES** hereby submit to the jurisdiction of the state/region in relation to... The language of the arbitration shall be specify the language.

11.3. . . .

**IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below:**

**COMPANY A (CONTRACTOR)**

By: Representative's Name

Title: Representative's Title

Signed: \_\_\_\_\_

**COMPANY B (CLIENT)**

By: Representative's Name

Title: Representative's Title

Signed: \_\_\_\_\_

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