

Master Services Agreement

Client: [Client name]

Provider: [Provider name]

Effective date: [Date]

1. Purpose

This Master Services Agreement ("MSA") sets out the general terms that will govern any specific engagements between Client and Provider, each described in a separate Statement of Work ("SOW") referencing this MSA. In case of conflict, the terms of a specific SOW control for that engagement.

2. Statements of Work

Each SOW will describe the specific services, deliverables, timeline, and fees for that engagement, and becomes part of this agreement once signed by both parties.

3. Fees & Payment

Unless a SOW states otherwise, invoices are due [terms, e.g., "within 30 days of receipt"]. Late payments may accrue interest at [rate, e.g., "1.5% per month"].

4. Term

This MSA remains in effect until terminated by either party with [Number, e.g., 30] days' written notice, and continues to govern any SOWs already in progress at that time.

5. Confidentiality

Each party agrees to keep the other's confidential information private and use it only to perform the services described in an active SOW.

6. Ownership of Work

Unless a SOW states otherwise, upon full payment, work product created specifically for Client under a SOW belongs to Client. Provider retains rights to any pre-existing tools, methods, or materials used to deliver the work.

7. Warranty

Provider will perform services in a professional and workmanlike manner consistent with industry standards.

8. Limitation of Liability

Neither party's total liability under this MSA and any related SOW will exceed the fees paid under the applicable SOW in the 12 months before the claim arose.

9. Termination

Either party may terminate an individual SOW for material breach not cured within [Number, e.g., 15] days of written notice.

10. Governing Law

This agreement is governed by the laws of the State of [State].

Signatures

By signing below, each party agrees to these terms.

[Client name] ("Client")

Signature: _____ Printed name: _____ Date: _____

[Provider name] ("Provider")

Signature: _____ Printed name: _____ Date: _____

This template is a general starting point, not legal advice — customize it and have it reviewed for your situation.