Awake Consulting Agreement

These documents are general templates, not legal advice. Before using any document for any real-world purpose, every party must have their own independent legal counsel review and approve it for their circumstances and applicable law. Do not sign, rely on, or otherwise use a document without that approval. No attorney-client relationship is created.

Commercial Terms

Company: [name, entity and address]. Consultant: [name, individual or entity, and address]. Effective date: [date]. Services and acceptance: signed SOW. Fees, currency, invoice timing, payment deadline and expenses: signed SOW. Approved personnel/subcontractors: [list]. Notice contacts: [contacts]. Term: [dates]. Termination notice: [days]. Liability cap, exclusions and any indemnity: [negotiated terms].

1. Scope and performance

Consultant performs only the services in signed SOWs, using qualified approved personnel. Each SOW states outputs, schedule, dependencies, resources, acceptance criteria, review period and correction procedure. Silence is not acceptance unless the SOW expressly defines that consequence. Scope changes require a signed change order specifying fees and timing. Consultant may not bind Company or incur unapproved obligations.

2. Payment and status

Company pays undisputed invoices by the agreed deadline and identifies disputed items with reasons. Consultant receives no equity unless a separate approved grant is signed. Company reimburses only preapproved documented expenses. The actual relationship and mandatory law govern worker status; calling an individual a contractor does not decide classification. Agency personnel remain subject to the agency's lawful employment obligations. Consultant controls performance methods within the SOW and agreed security requirements.

3. Work product and background materials

Consultant assigns to Company, upon creation, rights it owns in work product specifically created for the services. Consultant secures equivalent assignments from approved personnel. Background materials remain with their owners and must be disclosed before incorporation; Consultant grants the license specified in the SOW sufficient for Company's intended use. Third-party, open-source, data and AI/model dependencies require recorded rights and approval where restrictions affect intended use. No party assigns third-party rights it does not own.

4. Confidentiality and systems

Use nonpublic information only for the services, protect it reasonably, and share only with authorized personnel under adequate duties. Exclusions cover lawful public, previously known, independently developed and unrestricted third-party information. Compelled disclosure is permitted with lawful notice. Trade-secret duties last while protected by law; other duties last [years]. Use only approved accounts and AI tools; do not upload confidential data to an unapproved model provider. Report suspected compromise promptly to [contact], preserve evidence, and follow the agreed incident process. Company controls its repositories and credentials.

5. Assurance and allocation

Consultant represents authority, qualified personnel and no known conflicting obligation, and warrants that delivered services conform to the SOW. Report known third-party claims promptly. Remedies, indemnities and liability limits are only those completed in the Commercial Terms; mandatory nonexcludable liability remains. No warranty guarantees business results.

6. Ending the engagement

Either party may end on the agreed notice or for material breach after [days] to cure, with immediate termination for an incurable serious breach. Company pays earned fees and agreed committed costs through the end date. Consultant delivers paid and in-progress work, access records and a reasonable transition as specified in the SOW, and returns or deletes confidential information except lawful archives. No unagreed penalty or lost future fees arise. IP, accrued payment, confidentiality and applicable dispute duties survive.

Protected reporting notice

Under 18 USC 1833(b), an individual is not liable under federal or state trade-secret law for a trade-secret disclosure made in confidence to a government official or attorney solely to report or investigate a suspected legal violation, or in a complaint or other document filed under seal. In a retaliation lawsuit for reporting a suspected violation, the individual may disclose the trade secret to their attorney and use it in court if filed under seal and not disclosed except by court order.

General terms

Formal notices go to the contacts and delivery methods in the Commercial Terms. Governing law: [state and country]; dispute forum: [court and venue, or separately completed arbitration provision], subject to mandatory law. The parties will first meet in good faith within [days] after a dispute notice; this does not delay urgent relief or a filing deadline. This document and the signed schedules listed here constitute the agreement on this subject. Changes require a writing signed by the affected parties. A schedule overrides another document only by identifying the provision and the agreed replacement. No provision silently amends an existing equity, financing, or employment instrument. Severability applies to the extent lawful. Neither party may transfer this agreement without the other's written consent

except to a successor acquiring the relevant business that assumes its obligations in writing, subject to any expressly agreed restrictions. Counterparts and electronic signatures are permitted.

Signatures

Party A: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Party B: [full legal name]. Authorized signature: [signature]. Name and title: [name and title]. Date: [date].

Signed schedules and implementing documents: [list, dates, and versions, or none].