

Project Management Agreement

I. Parties

This **Project Management Agreement** ("**Agreement**" hereinafter) has been signed by and between the following parties;

Project Manager ("PM")

"Client"

WHEREAS, the Client is desirous of engaging the services of a professional project manager to manage the _____ Project (the "**Project**");

WHEREAS, the PM has the necessary expertise and qualifications to manage and execute the Project in accordance with the Client's requirements and objectives;

WHEREAS, the Client and the PM desire to enter into a contract setting forth the terms and conditions under which the PM will provide project management services to the Client;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

II. Project Details

Under this Agreement, the PM agrees to provide project management services for the Project detailed below;

Name of the Project:

Scope of the Project:

Technical Details:

Estimated Project Budget:

III. Fees and Payment

The total project fee that shall be paid to the PM for the project management services under this Agreement is _____. This fee shall be payable in installments, as scheduled below:

	Amount	Due Date
Initial Payment		
First Installment		
Second Installment		
Third Installment		
Final Payment		

Any payments not received by the due date specified herein shall accrue interest at the rate of _____% per month, calculated from the due date until the date of payment in full.

The Client shall reimburse the Project Manager for any reasonable and necessary expenses incurred in connection with the Project, including but not limited to travel expenses, lodging, and necessary materials.

The Project Manager shall submit invoices to the Client for payment in accordance with the payment schedule specified herein. Each invoice shall include a detailed breakdown of the services rendered and expenses incurred.

Payment under this Agreement shall be made by bank transfer to the Project Manager's designated bank account.

IV. Schedule

The Project shall commence on _____ and the anticipated duration of the Project is _____.

After commencement of the Project, the PM shall develop a project schedule outlining key milestones and deliverables to be achieved throughout the duration of the Project. The project schedule shall be provided to the Client within _____ of the commence date.

The Project Manager shall provide regular progress reports to the Client on a _____ basis, detailing the status of the Project, achievements of milestones, and any issues or concerns that may arise.

Any changes to the Project schedule must be approved by both parties in writing. The Project Manager shall promptly notify the Client of any proposed changes to the schedule and seek approval before implementing such changes.

VI. Responsibilities of PM

- Understanding the aim of the Project and all documentation regarding the Project are the fundamental responsibilities of the PM. The PM shall oversee and manage all aspects of the Project, including planning, execution, monitoring, and closure, in accordance with industry best practices and standards.
- The PM shall develop and maintain Project plans, timelines, and budgets (in accordance with the Client's budget), outlining the scope of work, milestones, deliverables, and resource requirements for the project.
- The PM shall assemble and lead a project team, consisting of internal staff, contractors, and vendors, as necessary to execute the project successfully.
- The PM shall serve as the primary point of contact for communication between the Client, project team members, and other stakeholders.
- The PM shall identify, assess, and mitigate project risks and issues throughout the duration of the project. The Project Manager shall develop risk mitigation strategies and contingency plans to address potential challenges and ensure the successful completion of the project.
- Upon completion of the project, the PM shall ensure that all project deliverables are finalized and accepted by the Client. The PM shall conduct a project evaluation to assess the overall success of the project and identify lessons learned for future projects.

VII. Responsibilities of Client

- The Client shall clearly define the scope, objectives, and requirements of the project to the PM. The Client shall provide timely decisions, approvals, and feedback to the Project Manager as needed to keep the project on track and ensure the timely completion of project deliverables.
- The Client shall allocate the necessary resources, including personnel, facilities, and equipment, to support the successful execution of the Project. The PM shall not be held responsible for any lack of resources that should be provided by the Client. The Client shall ensure that Project team members have the time and resources needed to fulfill their responsibilities.
- The Client shall maintain open and transparent communication with the PM throughout the duration of the project. The Client shall promptly notify the Project Manager of any changes to project requirements, objectives, or constraints.
- The Client shall provide the PM with access to all relevant information, documents, and data necessary for the successful completion of the project. The Client shall make available any proprietary information or intellectual property required for the project.
- The Client shall pay the project management fees and expenses as outlined in the Agreement, in accordance with the specified payment schedule.
- The Client shall provide feedback to the PM on the progress and performance of the project, including any concerns or issues that may arise. The Client shall participate in project evaluations and post-project reviews to assess the overall success of the Project.
- The Client knows and accepts that the PM is not responsible overall success of the Project and the PM does not guarantee a certain consequence regarding the Project.
- The Client shall notify the PM of any proposed changes to the project scope, schedule, or budget and work collaboratively with the PM to assess the impact of such changes and determine the appropriate course of action.

VIII. Confidentiality

Each party may disclose certain confidential and proprietary information to the other party in connection with the Project and this Agreement (the "**Confidential Information**"). Confidential Information may include, but is not limited to, business plans, financial information, trade secrets, technical data, and other proprietary information.

The receiving party agrees to maintain the confidentiality of the disclosing party's Confidential Information and not to disclose or use such Confidential Information for any purpose other than the performance of the Project and this Agreement, without the prior written consent of the disclosing party unless required by applicable law.

The Receiving Party shall take all reasonable technical and administrative measures to protect the confidentiality of the disclosing party's Confidential Information

The receiving party may disclose the disclosing party's Confidential Information to its employees, contractors, and agents who have a legitimate need to know such information for the purpose of performing the Project. In such a case, such employees, contractors, and agents are bound by confidentiality obligations no less restrictive than those set forth herein.

The obligations of confidentiality set forth herein shall survive the termination or expiration of this Agreement and shall continue in full force and effect for an indefinite time period.

IX. Limitation of Liability

To the maximum extent permitted by applicable law, neither party shall be liable to the other party for any indirect, consequential, punitive, or special damages arising out of or in connection with this Agreement, including but not limited to lost profits, lost revenue, loss of business opportunity, or loss of data.

Each party's total liability under this Agreement shall be limited to the total fees paid or payable by the Client to the PM under the Agreement.

The limitations of liability set forth herein shall not apply to damages resulting from the gross negligence or willful misconduct of either party, damages arising out of or in connection with a party's breach of its confidentiality obligations or damages for bodily injury or death resulting from a party's negligence or misconduct.

X. Independent Contractors

This Agreement shall not render the PM an employee, partner, agent of, or joint venturer with the Client for any purpose. The PM is and will remain an independent contractor in their relationship to the Client.

XI. Miscellaneous

Governing Law - This Agreement and the rights and obligations of the parties are governed by and shall be construed and enforced in accordance with the laws of the State of _____.

Entire Agreement - This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations, and understandings, whether oral or written.

Amendments - Any amendments or modifications to this agreement must be in writing and signed by both parties.

Severability - If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Waiver - The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of such provision or any other provision thereof, nor shall any waiver be deemed a continuing waiver unless expressly provided in writing.

Notice - Any notice, request, demand, or other communication required or permitted to be given under this agreement shall be in writing and shall be deemed properly given when delivered personally, sent by registered or certified mail, or sent by overnight courier service to the address of the respective party as set forth in this agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in its name as of the date date of the last signature below.

The PM

Name

Date

Signature

The Client

Name

Date

Signature



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