**VIRTUAL ASSISTANT SERVICES AGREEMENT TEMPLATE**

*This Virtual Assistant Services Agreement template is a basic agreement companies can use when acquiring the services of an independent virtual assistant. Since virtual assistant services can include a wide range of activities, this contract allows the company to customize the contract to fit their circumstances and project. In addition to an optional insurance provision, this template provides several essential clauses necessary to protect a company’s interests including payment terms, non-disclosure provisions, and intellectual property ownership designations.*

THIS AGREEMENT is made and entered into on \_\_\_\_\_\_, by and between \_\_\_\_\_\_, an \_\_\_\_\_\_ [entity of company], hereinafter referred to as "Client" and \_\_\_\_\_\_, \*[an \_\_\_\_\_\_ [entity of Virtual Assistant firm]]\*, hereinafter referred to as "Virtual Assistant."

1. Client desires to retain a person or firm to provide the following services:  \_\_\_\_\_\_.

1. Virtual Assistant warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by Client, the parties agree to the following:

1. **Scope of Services**

Virtual Assistant agrees to provide all of the services described in Exhibit A attached hereto and by this reference made a part hereof.

1. **Duties and Responsibilities of Client**

Client agrees to \_\_\_\_\_\_.

1. **Fees**

The fees for furnishing services under this Contract shall be based on the fee schedule which is attached hereto as Exhibit B and by this reference incorporated herein.  Said fees shall remain in effect for the entire term of the contract.

1. **Maximum Cost to Client**

In no event will the cost to Client for the services to be provided herein exceed the maximum sum of $\_\_\_\_\_\_.

1. **Payment**

The fees for services under this Contract shall be due as set forth in Exhibit B within spelled number of days (\_\_\_\_\_\_) calendar days after receipt by Client of an invoice covering the service(s) rendered.

1. **Contract Performance Time**

All the work required by this Contract shall be completed and ready for acceptance no later than \_\_\_\_\_\_.

1. **Insurance [OPTIONAL]**

The Virtual Assistant shall maintain a commercial general liability insurance policy in the amount of $\_\_\_\_\_\_.  Where the services to be provided under this Contract involve or require the use of any type of vehicle by Virtual Assistant to perform said services, Virtual Assistant shall also provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of $\_\_\_\_\_\_.  Said policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless Client specifically consents to a "claims made " basis.  The Client shall be named as an additional insured on the commercial general liability policy.  The insurer shall supply a certificate of insurance with endorsements signed by the insurer evidencing such insurance to Client prior to commencement of work, and said certificate with endorsement shall provide for thirty (30) day advance notice to Client of any termination or reduction in coverage and ten (10) day notice for non-payment of premium.

\_\_\_By initialing in the space provided, Virtual Assistant warrants that the services to be provided under this Contract do not require the use of any type of vehicle by Virtual Assistant.

In addition, Virtual Assistant may be required to carry "errors and omissions " insurance or professional liability or malpractice insurance.  If such insurance is required, it shall be set forth on Exhibit C attached hereto.

Nothing herein shall be construed as a limitation of Virtual Assistant liability, and Virtual Assistant shall indemnify and hold Client harmless and defend Client against any and all claims, damages, losses and expense that may arise by reason of the Virtual Assistant's negligent actions or omissions.  Client agrees to timely notify Virtual Assistant of any negligence claim.

Failure to provide and maintain the insurance required by this contract will constitute a material breach of the agreement.  In addition to any other available remedies, Client may suspend payment to the Virtual Assistant for any services provided during any time that insurance was not in effect and until such time as the Virtual Assistant provides adequate evidence that Virtual Assistant has obtained the required coverage.

1. **Worker's Compensation**

Virtual Assistant acknowledges that it is aware of the provisions of the \_\_\_\_\_\_ of the State of \_\_\_\_\_\_ which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Contract.  If Virtual Assistant has employees, a copy of the certificates evidencing such insurance shall be provided to Client prior to commencement of work.

\_\_\_By initialing in the space provided, Virtual Assistant warrants that no employees will be used in providing the services under this Contract.

1. **Non-Discriminatory Employment**

Virtual Assistant and/or any permitted subcontractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability.  Virtual Assistant and/or any permitted subcontractor understands and agrees that Virtual Assistant and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

1. **Subcontracting**

Virtual Assistant shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of Client except for any subcontract work identified herein.

1. **Assignment**

The rights, responsibilities and duties under this Contract are personal to Virtual Assistant and may not be transferred or assigned without the express prior written consent of Client.

1. **Licensing and Permits**

Virtual Assistant shall maintain the appropriate licenses throughout the life of this Contract.  Virtual Assistant shall also obtain any and all permits which might be required by the work to be performed herein.

1. **Books of Record and Audit Provision**

Virtual Assistant shall maintain on a current basis complete books and records relating to this Contract.  Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures.  The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract.  In addition, Virtual Assistant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items.  These documents and records shall be retained for at least five years from the completion of this Contract.  Virtual Assistant will permit Client to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Virtual Assistant who participated in this Contract in any way.  Any audit may be conducted on Virtual Assistant's premises or, at the option of Client, Virtual Assistant shall provide all books and records within a maximum of spelled number of days (\_\_\_\_\_\_) days upon receipt of written notice from Client.  Virtual Assistant shall refund any moneys erroneously charged.

1. **Term of Agreement**

The agreement evidenced by this Contract shall commence on \_\_\_\_\_\_, and shall terminate on \_\_\_\_\_\_, unless sooner terminated as provided in the specific termination clauses contained in this agreement.  Time is of the essence with respect to this Contract.

1. **Title**

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to the Virtual Assistant, shall be the property of the Client.  The Virtual Assistant may retain reproducible copies of drawings and copies of other documents.  In the event of the termination of this Contract, for any reason whatever, Virtual Assistant shall promptly turn over all information, writing and documents to Client without exception or reservation.

1. **Intellectual Property Rights**

In this Agreement, "Intellectual Property" means all works, including literary works, pictorial, graphic, and sculptural works, architectural works, works of visual art, and any other work that may be the subject matter of copyright protection; advertising and marketing concepts; information; data; formulas; designs; models; drawings; computer programs; including all documentation, related listings, design specifications, and flowcharts, trade secrets, and any inventions including all processes, machines, manufactures and compositions of matter and any other invention that may be the subject matter of patent protection; and all statutory protection obtained or obtainable thereon. The Virtual Assistant hereby assigns to the Client all worldwide right, title, and interest in and to Intellectual Property created, made, conceived, reduced to practice, or authored by Virtual Assistant, or any persons provided by Virtual Assistant either solely or jointly with others, during the performance of the Services or with the use of information, materials, or facilities of Client received by Virtual Assistant during the term of this Agreement. The Virtual Assistant shall promptly disclose to the Client all Intellectual Property created by Virtual Assistant during the term of this Agreement. The Virtual Assistant shall execute or cause to be executed, all documents and perform such acts as may be necessary, useful or convenient to secure for Client statutory protection throughout the world for all Intellectual Property assigned to Client pursuant to this Section.

1. **Confidentiality**
	1. ***Definitions***

As used in this Agreement, the following words, terms, and phrases shall have the meanings set forth below:

1. "Confidential Information" shall mean and include any and all Information (as defined in this Agreement) of the following types:  (1) business or financial information, financial statements, projections, business plans, or strategic or marketing plans, market studies, or analyses; (2) cost and expense information, pricing and discount information, gross or net profit margins, or analyses; (3) technical data, specifications, computer software (including both source code and object code or "executable" software), databases, and database designs; (4) processes, transactions, and transaction procedures; (5) production data, shop drawings, engineering studies or reports, feasibility studies or manufacturing studies, parts lists, product specifications, identity of suppliers or terms of supply agreements or arrangements, production procedures, trade secrets, or secret or proprietary processes and formulae; (6) marketing and customer data (including, but not limited to, identity or demographic analyses of customers), focus group reports, "shopping" reports, and marketing or advertising studies; (7) terms, conditions, provisions, or obligations of any contracts or agreements to which the Client is a party or to which any of its assets are subject, or the identity of any Person who is a party to any contract or agreement with the Client; (8) procedural or operational manuals, employee manuals, training manuals, or programs; (9) site selections or review reports, site selection criteria, demographic analyses of or regarding any locations of retail outlets of the Client, the terms of any lease for any such retail outlet, or any summary thereof; (10) the identity of any employee of the Client, and the compensation, benefits, or terms of employment of any such employee; and (11) such other information of or regarding the Client that the Client actually maintains as confidential or proprietary; provided, however, that such information shall be deemed confidential only to the extent that it (a) has not been previously disclosed to the public, or (b) is not ascertainable from public or published information or trade sources, or (c) is not subsequently publicly disclosed (other than by a violation of this Agreement). Any Information that is marked or otherwise identified as "Confidential Information " at the time of Disclosure shall be presumed to be Confidential Information for the purposes of this Agreement.

1. "Information" shall mean and include any data or information Disclosed (as defined in this Agreement) in the form of (1) any written information, reports, documents, books, notebooks, memoranda, charts, or graphs; (2) computer tapes, disks, CD-ROM, files, or other mechanical or electronic media; (3) oral statements, representations, or presentations; (4) audio, visual, or audio-visual materials or presentations, including audiotapes, videocassettes, laser discs, or CDs; and (5) any other documentary, written, magnetic, or other permanent or semi-permanent form.

1. "Disclose" or "Disclosure" shall mean and include any delivery, transmittal, presentation, or representation of Information, by any Person to any other Person.

1. "Person" shall mean and include any individual or natural person, corporation, trust, proprietorship, partnership, limited partnership, joint venture, limited liability company, limited liability partnership, or any other entity.

* 1. ***. Agreement to Provide Information***

In connection with the performance of the Services by Virtual Assistant, the Client agrees to promptly and fully Disclose to Virtual Assistant any Information of or regarding the Client, its business, or operations, including Confidential Information, as Virtual Assistant may request.

* 1. ***. Agreement to Maintain Confidentiality***

Virtual Assistant agrees to retain and maintain in strict confidence, and to require its representatives, agents, employees, officers, directors, shareholders, partners, principals, successors, assignees, members, affiliates, consultants, or professional representatives and advisors to retain in confidence any and all Confidential Information of the Client. Virtual Assistant agrees that, without the prior express written consent of the Client, Virtual Assistant shall not, either directly or indirectly, individually or in concert with others:  (1) Disclose any such Confidential Information to any other Person; (2) use any such Confidential Information for the benefit of any Person other than the Client; or (3) permit any Confidential Information to be Disclosed to or used by any Person other than the Client.

* 1. ***. Continuation of Covenant; Obligations on Termination***

Virtual Assistant expressly agrees and acknowledges that the obligation of Virtual Assistant pursuant to Section 4.3 of this Agreement shall continue, notwithstanding the expiration of this Agreement, the completion of the Services, and/or any termination of this Agreement by either Virtual Assistant or the Client, so long as Virtual Assistant, or any representative, agent, employee, officer, director, shareholder, partner, principal, successor, assignee, member, affiliate, consultant, or professional representative or advisor of Virtual Assistant has any knowledge, possession, or control of, or access to, any Confidential Information of the Client. Upon the completion of the Services, or any other termination or expiration of this Agreement, for any reason, Virtual Assistant shall, if required to do so by the Client, promptly return to the Client (without retaining copies, in any medium) any and all Confidential Information of the Client in the possession or control of Virtual Assistant.

1. **Termination**

1. If the Virtual Assistant fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the Client may terminate this Contract by giving spelled number of days (\_\_\_\_\_\_) calendar days written notice to the party involved.

1. The Virtual Assistant shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Virtual Assistant has no control.

1. Either party hereto may terminate this Contract for any reason by giving spelled number of days (\_\_\_\_\_\_) calendar days written notice to the other parties.  Notice of termination shall be by written notice to the other parties and be sent by registered mail.

1. In the event of termination not the fault of the Virtual Assistant, the Virtual Assistant shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

1. **Relationship Between the Parties**

The service(s) to be rendered under this contract are those of an independent contractor.  Virtual Assistant is not to be considered an agent or employee of Client for any purpose, and neither Virtual Assistant nor any of Virtual Assistant's agents or employees are entitled to any of the benefits that Client provides for its employees.  Virtual Assistant will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this contract.  If Virtual Assistant is providing personal services as an individual, Virtual Assistant:  (a) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (b) will not be eligible for any Federal Social Security, State Workers' Compensation, or unemployment insurance; (c) is not an officer, employee, or agent of the Client and will not be under the direction and control of Client; (d) is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided if payment is to be charged against Federal funds; and (e) must furnish Form CO-477 in duplicate with this contract if Virtual Assistant is a nonresident alien and claims exemption from Federal withholding tax.

1. **Amendment**

This Contract may be amended or modified only by written agreement of all parties.

1. **Assignment of Personnel**

The Virtual Assistant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to Client, as is evidenced in writing.

1. **Jurisdiction and Venue**

This Contract shall be construed in accordance with the laws of the State of \_\_\_\_\_\_ and the parties hereto agree that venue shall be in \_\_\_\_\_\_ County, \_\_\_\_\_\_.

1. **Indemnification**

Virtual Assistant agrees to indemnify, defend, and hold Client harmless from any and all liabilities including, but not limited to, litigation costs and attorney fees that it may incur as a consequence of this Contract and from any and all claims and losses to anyone who may be injured or damaged by reason of Virtual Assistant's willful misconduct or negligent performance of this Contract.

1. **Compliance with Applicable Laws**

Virtual Assistant agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this contract.  Virtual Assistant specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.  Virtual Assistant also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), \_\_\_\_\_\_, and all regulations and administrative rules established pursuant to those laws.  Failure or neglect on the part of Virtual Assistant to comply with any or all such laws, ordinances, rules, and regulations shall not relieve Virtual Assistant of these obligations nor of the requirements of this contract.  Virtual Assistant further agrees to make payments promptly when due, to all persons supplying to such Virtual Assistant, labor or materials for the prosecution of the work provided in this contract; pay all contributions or amounts due the Industrial Accident Fund from such Virtual Assistant incurred in the performance of this contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay all sums withheld from employees pursuant to \_\_\_\_\_\_.  If Virtual Assistant fails or refuses to make any such payments required herein, the appropriate Client official may pay such claim to such payment.  Any payment of a claim in the manner authorized in this section shall not relieve the Virtual Assistant or Virtual Assistant's surety from obligation with respect to any unpaid claims.

1. **Notices**

This contract shall be managed and administered on Client's behalf by the Department set forth below.  All invoices shall be submitted and approved by this Department and all notices shall be given to Client at the following location:  \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ \_\_\_\_\_\_.  Notices shall be given to Virtual Assistant at the following address:  \_\_\_\_\_\_, \_\_\_\_\_\_, \_\_\_\_\_\_ \_\_\_\_\_\_.

1. **Waiver**

The failure of Client to enforce any provision of this contract shall not constitute a waiver by Client of that or any other provision.

1. **Merger**

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES.  THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT.  NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES.  ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.  VIRTUAL ASSISTANT, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND VIRTUAL ASSISTANT AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement at \_\_\_\_\_\_ the day and year first above written.

**CLIENT:**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**VIRTUAL ASSISTANT:**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_