

# GENERAL CONTRACT MANAGEMENT AGREEMENT

Contract Number: \_\_\_\_\_ Contract Status: \_\_\_\_\_

## Party A (Contracting Entity):

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Party B (Service Provider):

Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone/Email: \_\_\_\_\_

## Contract Details:

Effective Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_

Contract Type: \_\_\_\_\_

Scope of Work / Services: \_\_\_\_\_

## Financial Terms:

Total Contract Value: \_\_\_\_\_ USD

Payment Schedule: \_\_\_\_\_

Invoicing Requirements: \_\_\_\_\_

## Performance and Compliance:

Performance Metrics and KPIs: \_\_\_\_\_

Reporting Requirements: \_\_\_\_\_

Compliance Obligations: \_\_\_\_\_

## Confidentiality and Intellectual Property:

Confidential Information Handling: \_\_\_\_\_

Intellectual Property Rights: \_\_\_\_\_

## Liability and Indemnification:

Limitation of Liability: \_\_\_\_\_

Indemnification Obligations: \_\_\_\_\_

## Termination:

Termination for Convenience: \_\_\_\_\_

Termination for Cause: \_\_\_\_\_

Effect of Termination: \_\_\_\_\_

## Dispute Resolution:

Governing Law: \_\_\_\_\_

Venue and Jurisdiction: \_\_\_\_\_

#### **Clause 1 – Definitions**

Terms used in this Agreement shall have the meanings ascribed to them herein or, if not defined, as commonly understood in contract law under the laws of the United States.

#### **Clause 2 – Obligations of Party A**

Party A agrees to fulfill its obligations as described in this Agreement and any attached Schedules, including but not limited to payment and cooperation.

#### **Clause 3 – Obligations of Party B**

Party B agrees to provide the services or deliverables detailed in this Agreement in a professional and timely manner, in compliance with all applicable laws and standards.

#### **Clause 4 – Confidentiality**

Each party agrees to hold confidential and not disclose to any third party any confidential information received from the other party except as permitted under this Agreement or required by law.

#### **Clause 5 – Intellectual Property**

Ownership of intellectual property rights created under this Agreement shall be governed by the attached intellectual property schedule or as otherwise agreed.

#### **Clause 6 – Warranties and Representations**

Each party represents and warrants it has the authority to enter this Agreement and that performance will not violate any other agreement or law.

#### **Clause 7 – Indemnification**

Each party agrees to indemnify, defend, and hold harmless the other party from any claims, damages, or liabilities arising out of its breach or negligence.

#### **Clause 8 – Limitation of Liability**

Neither party shall be liable for consequential, incidental, or punitive damages except as expressly set forth in this Agreement.

#### **Clause 9 – Force Majeure**

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including acts of God, government action, or labor disputes.

#### **Clause 10 – Notices**

All notices under this Agreement shall be in writing and deemed delivered upon receipt when sent via certified mail, courier, or electronic means with confirmation.

#### **Clause 11 – Independent Contractors**

The parties are independent contractors; nothing in this Agreement creates a partnership, joint venture, or employment relationship.

#### **Clause 12 – Non-Waiver**

Failure to enforce any provision shall not constitute a waiver of future enforcement rights.

#### **Clause 13 – Counterparts and Electronic Signatures**

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

**Clause 14 – Compliance with Laws**

Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

**Clause 15 – Data Privacy**

The parties shall protect personal data in accordance with applicable privacy laws and regulations.

**Clause 16 – Audit Rights**

Party A shall have the right to audit Party B’s compliance with the Agreement upon reasonable notice.

**Clause 17 – Survival**

Provisions regarding confidentiality, indemnification, and liability shall survive termination or expiration of this Agreement.

**Clause 18 – Headings**

Headings are for convenience only and do not affect interpretation.

**Clause 19 – Severability**

If any provision is held invalid, the remainder shall remain in effect.

**Clause 20 – Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Exclusive jurisdiction and venue shall lie in the state or federal courts located in \_\_\_\_\_ County, \_\_\_\_\_.

**Clause 21 – Signatures**

The parties have executed this Agreement as of the effective date by their duly authorized representatives.

**PARTY A AUTHORIZED SIGNATURE**

**PARTY B AUTHORIZED SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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