

PROJECT CONTRACT WITH MILESTONES

Contract No.: PC-0001
Date: [DD/MM/YYYY]
Effective date: [DD/MM/YYYY]

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

SERVICE PROVIDER

[Your Business Name]

[Street address, City, Postcode]
[Email] · [Phone]
[Tax / VAT / GST registration no.]

CLIENT

[Client Name]

[Company]
[Street address, City, Postcode]
[Email]

This project contract breaks the work into milestones, each with its own deliverable, due date, payment and acceptance step.

1. Project

The Service Provider will complete the following project: [Project name and one-line goal], as described in the attached scope of work.

2. Milestones and Payments

The total project fee is [Currency] [Amount], excluding applicable taxes. Each milestone is invoiced when it is accepted:

Milestone	Deliverable	Due date	Amount
1. Kickoff	Signed contract and project plan	[DD/MM/YYYY]	[0.00]

Total project fee [0.00]

Invoices are due within [14] days. Late payments may incur interest of [1.5]% per month, and the Service Provider may pause work until overdue invoices are paid.

3. Acceptance Criteria

A milestone is accepted when it meets the criteria in the scope of work. The Client has [5] business days to accept it or list the specific criteria not met. Silence after that period counts as acceptance.

4. Change Requests

Changes to scope, milestones or deadlines must be requested in writing. The Service Provider will reply with the effect on fee and timeline, and the change starts only once both parties approve it in writing.

5. Intellectual Property

Ownership of the final deliverables passes to the Client once the milestone that contains them has been paid. Until then, the Service Provider keeps ownership and grants the Client a licence to review the work.

The Service Provider keeps ownership of its pre-existing tools, code, templates and know-how, and grants the Client a non-exclusive licence to use any of them that are built into the deliverables.

6. Confidentiality

Each party will keep the other party's confidential information private and use it only to perform this agreement. This does not cover information that is public, already known to the receiving party, or required to be disclosed by law. This obligation continues for [2] years after this agreement ends.

7. Term and Termination

This agreement starts on the effective date and continues until the services are completed, unless ended earlier under this clause.

Either party may end this agreement with [14] days' written notice. Either party may end it immediately if the other party seriously breaches it and does not fix the breach within [7] days of written notice.

On termination, the Client pays for all work completed up to the termination date, plus any non-refundable costs already incurred.

8. Limitation of Liability

Neither party is liable for indirect or consequential losses, such as lost profits or lost data. Each party's total liability under this agreement is limited to the total fees paid or payable under it, except where the law does not allow liability to be limited.

9. General

Governing law: this agreement is governed by the laws of [State / Country], and the courts of [City] have jurisdiction over any dispute.

Entire agreement: this document, together with any attached scope of work or proposal, is the whole agreement between the parties. Any change must be in writing and signed by both parties.

Notices: notices must be sent in writing to the email addresses above.

Signatures

By signing below, both parties agree to the terms of this agreement.

FOR SERVICE PROVIDER

Name: _____

Title: _____

Signature: _____

Date: _____

FOR CLIENT

Name: _____

Title: _____

Signature: _____

Date: _____