

# OUTSOURCED FINANCIAL PLANNING AND ANALYSIS SERVICES AGREEMENT

This Outsourced Financial Planning and Analysis Services Agreement (the "Agreement") is entered into as of \_\_\_\_\_ (the "Effective Date"), by and between:

**Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("Provider"), and

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ ("Client").

WHEREAS, Client desires to retain Provider to perform financial planning and analysis services, and Provider agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

## 1. SCOPE OF SERVICES

Provider shall perform the financial planning and analysis (FP&A) services described below (the "Services"):

- Financial modeling, budgeting, and forecasting.
- Monthly and quarterly financial performance reporting and variance analysis.
- Strategic financial analysis and decision support.
- Other services as mutually agreed upon in writing by both parties.

## 2. FEES AND COMPENSATION

- Service Fee:** Client shall pay Provider a fee of \_\_\_\_\_ per \_\_\_\_\_ for the Services.
- Invoicing and Payment:** Provider shall invoice Client on a \_\_\_\_\_ basis. Payments are due within \_\_\_\_\_ days of the invoice date.
- Late Payments:** Late payments shall bear interest at the rate of \_\_\_\_\_% per month, or the maximum rate permitted by law, whichever is less.

## 3. TERM AND TERMINATION

- Term:** This Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_, unless terminated earlier in accordance with this Section.
- Termination for Convenience:** Either party may terminate this Agreement without cause by giving \_\_\_\_\_ days written notice to the other party.
- Termination for Cause:** Either party may terminate this Agreement immediately if the other party breaches any material term of this Agreement and fails to cure such breach within \_\_\_\_\_ days of receiving written notice thereof.

## 4. CONFIDENTIALITY

Provider agrees to keep confidential all non-public, proprietary, or sensitive financial information, data, plans, and materials disclosed by Client during the term of this Agreement. Provider shall not disclose such information to any third party without Client's prior written consent, except as required by law.

## 5. INTELLECTUAL PROPERTY

All reports, models, templates, dashboards, and other deliverables created by Provider specifically for Client under this Agreement shall become the sole property of Client upon full payment of all fees due. Provider retains ownership of its pre-existing methodologies, proprietary software, and general analytical tools used to perform the Services.

## 6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. Provider's total liability under this Agreement shall not exceed the total fees paid by Client to Provider during the months preceding the event giving rise to the liability.

**7. INDEPENDENT CONTRACTOR STATUS**

Provider is an independent contractor and not an employee, partner, or agent of Client. Provider shall be solely responsible for all tax withholding, social security, unemployment insurance, and other employment-related obligations arising from the performance of the Services.

**8. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to its conflict of laws principles. Any legal action arising hereunder shall be brought exclusively in the courts located in \_\_\_\_\_.

**9. ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties hereto have executed this Outsourced FP&A Services Agreement as of the Effective Date.

**CLIENT:**

**PROVIDER:**

By:

By:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_