Sample Agency Services Agreement

PixelCrayons | Sample for review | 9 October 2026

Sample for discussion, not an executed agreement. Complete every bracketed field and obtain commercial and legal approval before signature. Clauses marked “Proposed” are draft recommendations, not existing approved commitments. No work or payment obligation arises from reviewing this sample.

Agreement particulars

Item	To be completed
Provider	[Select exactly one: ValueCoders India LLP for Indian customers; ValueCoders Services LLP for international customers]
Provider registered address and registration number	703 Sector 15 Part 2, Gurugram 122001, Haryana, India. Registration number: [insert selected entity’s LLPIN]
Agency	[Full legal entity, address and registration number]
Effective date	[Date of last signature or agreed date]
Authorised contacts and notice emails	[Provider contact/email]; [Agency contact/email]
Governing law and dispute forum	[Complete Section 16 before signing]
Approved departures from this sample	[List clause changes, or None]

Select the entity based on the contracting customer’s country of registration, not its end client or billing currency. Only the selected entity is a party; the other entity is not jointly liable. Affiliates are not automatically bound. The address above is supplied for contracting; confirm its registered-office status before signature.

The Provider and Agency agree to the following terms for services commissioned under signed Statements of Work (SOWs).

1. Scope and contract documents

Each SOW identifies the end client or confidential project reference, deliverables, quantities, exclusions, inputs, price, dependencies, dates, acceptance criteria and applicable service schedule. The Provider owes only the work expressly agreed, including the ordinary coordination and quality checks needed to deliver it.

This agreement governs legal terms. A signed SOW governs its project-specific commercial details. An SOW changes a legal clause only if it identifies that clause and expressly records the agreed variation. A signed data-processing agreement governs personal-data processing where applicable. Mandatory law prevails. Marketing pages, estimates, purchase-order boilerplate and discussions do not amend a signed agreement unless expressly incorporated. This does not exclude liability for fraud or rights that cannot lawfully be excluded.

Neither party is obliged to commission or accept future work. This agreement is not exclusive. Each party acts as an independent contractor; neither can bind the other or the Agency’s clients.

2. One accountable contact and delivery process

The Provider appoints one account manager as the primary delivery contact and names an escalation contact in the SOW. The account manager coordinates specialists, priorities, dependencies, reviews, handover and weekly progress updates during active work. Updates identify completed work, next steps, decisions needed and material delivery risks.

The Agency appoints an authorised decision maker and supplies consolidated feedback. Communication channels, working days, time zone overlap and response targets are recorded in the SOW. No round-the-clock availability or immediate completion is implied.

The process is brief and scope, written proposal, work and review, then approved handover. The Provider remains responsible for its personnel and approved subcontractors. It will bind them to confidentiality and rights obligations consistent with this agreement. Required approval of subcontractors or data subprocessors is recorded before access is granted.

3. Agency control and client protection

The Agency controls its client relationship, resale price and strategy. Work may be presented under the Agency's brand. The Provider will not contact an end client, publish work, use client names or logos, request testimonials, or disclose the Agency relationship without the Agency's prior written permission, except where disclosure is legally required. Approved direct contact remains within the Agency's stated purpose and boundaries.

The Provider will not use introductions or confidential information obtained through this engagement to bypass the Agency or solicit competing direct work from the introduced client during the engagement. It will refer unsolicited approaches relating to the Agency's work back to the Agency, subject to legal and confidentiality obligations. Pre-existing client relationships must be disclosed before a conflict is accepted.

Proposed post-engagement provision: Any restriction after the engagement must identify the protected clients, prohibited conduct, exceptions and duration in the signed particulars: [insert approved provision or state None]. The parties do not impose a blanket ban on ordinary competition or assume that a restrictive covenant is enforceable everywhere. Counsel must settle this provision for the chosen law before signature.

Third-party platform badges and licence conditions are disclosed before payment. White-label delivery does not promise removal of vendor branding without the necessary licence or platform permission.

4. Inputs, dependencies and approvals

The Agency supplies the agreed copy, assets, factual claims, designs, access and permissions. Each party warrants that it is authorised to provide its inputs for the agreed use. The Agency obtains end-client approvals and ensures that advertising, product and regulated claims it supplies have appropriate support.

The Provider identifies missing inputs and foreseeable dependencies promptly. An Agency-caused delay does not silently forfeit prepaid work. The parties record its effect on milestones and a restart plan. Any rescheduling charge or new cost needs prior written approval. The Provider reports its own delays, proposed recovery action and revised dates promptly.

Credentials are exchanged through an agreed secure method. The Agency retains control of its domains, advertising accounts and customer systems unless the SOW expressly provides otherwise.

Proposed inactivity procedure: after ten business days without a necessary input, the account manager gives a written dependency notice, identifies work that can continue and requests a restart decision. After a further ten business days without a response, affected project work may be paused with a documented completion-value reconciliation. Restart dates depend on available capacity. There is no automatic restart fee, repricing or charge for idle project staff. Reserved capacity already made available follows its expressly agreed reservation terms. Retainer work blocked by approvals follows the agreed monthly recovery plan.

5. Fees, payment and changes

All fees are in USD unless the SOW expressly states another currency. Applicable taxes are identified separately. Tax withholding required by law is supported by the relevant certificate; treatment of withholding, bank charges and any gross-up must be agreed in the SOW, not assumed.

Projects of USD 500 or less are paid upfront. Larger standard projects are 50% to schedule and 50% after acceptance, before launch or handover. Monthly services are billed monthly in advance. Custom milestone arrangements must appear in the SOW. A custom pilot starts at USD 500, but this minimum does not override smaller listed monthly services.

Routine delivery tools, account coordination and QA are included. Advertising spend, hosting, domains, licences and agreed subscriptions or usage charges are listed before payment, together with the payer, renewal dates and spending limits. No unapproved overages, new scope or duplicate billing of an included task is permitted.

Changes require an authorised written approval identifying the revised work, fee, dates and acceptance criteria. Correcting the Provider's failure to meet agreed scope is not a chargeable change and does not consume paid review rounds or change hours.

Proposed payment administration: Invoices are payable on the date in the SOW. A party disputes a charge promptly with reasons and pays any undisputed amount. For an undisputed overdue invoice, the Provider may suspend affected work only after written notice and a further 10 calendar days to pay. Suspension must be proportionate and must not involve deletion of Agency data or interference with Agency-owned accounts. No late-interest rate is agreed unless written into the SOW.

Fees are owed by the Agency independently of when its end client pays. Any agreed invoice credit period must be reconciled with the advance-payment requirement before signing. A fee increase applies only to future work after written agreement; no automatic annual uplift or extended lock-in is created. If future pricing is not agreed, the existing notice and exit rights apply, and rates for already committed work remain unchanged.

6. Review, acceptance and release

Each SOW specifies objective acceptance checks and the number of review rounds. The Provider submits work with sufficient access or evidence to review it. The Agency either accepts in writing or identifies specific failures against those checks.

Proposed review period: The Agency reviews each submission within five business days on the agreed calendar. Silence is not automatic acceptance. If feedback is late, the account manager follows up and the parties agree a revised schedule. The Provider corrects failures and resubmits affected work without additional fees. Minor agreed outstanding items can be recorded in a written conditional acceptance with completion dates.

Acceptance of one milestone does not accept unfinished milestones. Production publication, deployment and use of customer data require the Agency's explicit release approval. Acceptance does not remove rights concerning fraud, concealed defects or matters that cannot lawfully be waived.

7. Delivery assurance and correction

The Provider performs the work with reasonable professional skill and care. It corrects work that does not meet the agreed scope without additional fees. Website builds and AI implementations include 30 days of corrective maintenance after production launch (30-Day Corrective Maintenance). A qualifying issue reported within that period stays open until resolved. A support subscription is not required for those corrections.

New features, changed instructions, unrelated third-party changes and issues caused by unauthorised modifications are separately assessed. They do not excuse an underlying Provider scope error. Maintenance coverage, incident priority and response targets, if purchased, are defined separately.

For a delivery concern, the Agency contacts the account manager, then the named escalation contact if needed. **Proposed remedy procedure:** within five business days of a substantiated complaint, the Provider provides a correction plan and dates. A failure that cannot be remedied, or remains unresolved after the agreed correction period, permits cancellation of the affected undelivered scope and the corresponding refund. A material delay is assessed against agreed dependencies and dates, not an undefined “on-time” promise.

8. Refunds and early exit

The SOW allocates the price to deliverables or milestones before payment so that completed and undelivered value can be calculated objectively. Partial completion is not deemed to equal the whole milestone. On voluntary project cancellation, payment is reconciled against work actually completed at those agreed values and previously approved, evidenced, non-recoverable third-party commitments. No charge is made for unperformed future work or unapproved costs. The balance of any advance is returned.

For unresolved Provider nondelivery, the Provider returns the prepaid value of the affected undelivered work. Provider-caused unavailability is not treated as customer-unused time. A credit instead of a refund requires Agency agreement.

Proposed refund timing: Pay an undisputed refund within 15 calendar days after cancellation or confirmation of the refund entitlement. Provide an itemised reconciliation within five business days. Resolve disputed amounts through Section 16 without withholding the undisputed balance. No fee, damage recovery or refund is counted twice.

These remedies do not guarantee search rankings, AI citations, revenue, leads, advertising returns, uninterrupted third-party availability or a successful feasibility finding. This is a delivery commitment, not an unconditional satisfaction guarantee. Non-excludable legal remedies remain available.

9. Commitment and termination

A fixed project or pilot ends on completion and handover unless earlier terminated. It does not automatically become a subscription.

Recurring service packages are monthly in advance, without a multi-month minimum. Cancellation emailed before the next billing date prevents the next renewal; the Provider confirms receipt and delivers the paid month. The schedule defines the billing date and notice timezone. Agency delay or cancellation does not extinguish work already owed by the Provider.

Shared-hour, maintenance and dedicated-capacity arrangements follow their selected service schedules. Dedicated capacity starts with a standalone first month. Continued staffing requires agreement and then 30 calendar days’ written notice, with a prorated partial final period.

Proposed breach clause: Either party may terminate affected services for a material breach not remedied within 15 calendar days after a written notice identifying the breach. Immediate protective suspension may be used for a credible security incident, unlawful activity or serious unauthorised access, with prompt notice where lawful and no broader restriction than necessary. Rights to terminate an irremediable material breach are preserved.

The agreement can be ended for future work without cancelling an active SOW; active SOWs continue under it until completed or properly terminated. On exit, the parties reconcile fees, deliver paid-for completed work, return access and follow the agreed data-return/deletion plan. Extra transition assistance requires a separate estimate; ordinary agreed handover is already included. Confidentiality, accrued payments, ownership, liability and dispute clauses survive as necessary.

10. Confidentiality and secure handling

Confidential information includes briefs, client identities, prices, credentials, business plans, personal data and non-public work, whether labelled or reasonably understood to be confidential. Each recipient uses it only to perform this agreement and limits access to people who need it and are bound to appropriate obligations. It uses reasonable technical and organisational safeguards and promptly reports suspected unauthorised disclosure.

Exceptions apply to information demonstrably public without breach, already lawfully held, lawfully received without restriction or independently developed. Legally compelled disclosure is limited to what is required, with prior notice where lawful. Neither party is authorised to disclose an end client's confidential information beyond its permissions.

Proposed duration: Confidentiality continues for five years after the relevant engagement ends; trade secrets remain protected while they retain that status. Personal data follows the applicable processing agreement and law. An existing signed NDA continues to apply; any conflict must be resolved expressly before confidential access, without reducing protections by implication.

On request or exit, return or securely delete confidential materials within 30 days unless a different lawful schedule is agreed. Restricted legal-retention copies and ordinary backups may persist only for the necessary period, remain protected and are not used commercially. State backup deletion cycles in the security or data schedule.

11. Personal data, security and AI tools

Before processing personal data, identify the parties' roles, data types, subjects, purposes, locations, approved subprocessors and cross-border arrangements. Sign an appropriate data-processing/security addendum where required. No unspecified promise of HIPAA, GDPR or other regulatory compliance is created by this sample.

Use least-privilege access, approved accounts and secure credential exchange. **Proposed incident notice:** notify the Agency without undue delay and within 24 hours after becoming aware of a personal-data breach affecting Agency data, with available facts and follow-up updates. The final data agreement must settle this obligation and incident contacts.

The Provider must not place confidential or personal data into an AI tool, permit training on it or enable consequential automated actions without the Agency's written approval and agreed safeguards. Approved AI use remains subject to human review, factual checks, rights checks and the SOW's acceptance tests. External models and platforms may be inaccurate or change. Disclose relevant tool costs, material output-rights limitations and operating responsibilities before commitment.

12. Ownership and licences

Agency and end-client inputs remain their owners' property. On full payment for the relevant bespoke deliverables identified in an SOW, the Provider assigns to the Agency its transferable economic copyright in those deliverables, worldwide, for the full duration of the rights including extensions, to the extent permitted by law. The agreed fee includes consideration for that transfer; non-waivable statutory entitlements remain unaffected. The Agency may reproduce, adapt, distribute, make available and transfer the rights to its client. Future deliverables transfer when created and paid for. The parties will sign further documents reasonably required to give effect to the transfer.

The Provider obtains the necessary rights from its personnel. Moral rights are waived or consented to only to the extent legally permitted. If local assignment formalities require additional detail, the SOW must supply it before signature. **Proposed:** non-exercise of an assigned right alone does not cause it to lapse to the extent that the parties may lawfully agree this.

Pre-existing tools, reusable frameworks, third-party software, open-source components, stock media and platform materials are not assigned. Identify them and their licence conditions in the SOW. For Provider-owned background materials embedded in paid deliverables, grant a perpetual, worldwide, non-exclusive, royalty-free licence sufficient to use, maintain, modify and transfer the deliverable to the

Agency's client, including necessary sublicensing. Separate third-party licences apply to third-party materials. Do not introduce a licence that materially restricts the agreed use without prior approval.

Handover includes the source files, repositories, assets, documentation and account access expressly listed in the SOW. Neither party gains an unrestricted right to use the other's name, logo, client list or portfolio work.

13. Third-party claims

Proposed, subject to approval: The Provider will defend and indemnify the Agency against a third party's intellectual-property infringement claim caused by bespoke work supplied by the Provider, excluding Agency-supplied materials, mandated designs, unauthorised alterations and uses outside the agreed scope. The Agency provides reciprocal protection for materials and instructions it supplies, to the extent they caused the claim.

The protected party gives prompt notice, reasonable cooperation and control of the defence to the indemnifying party, subject to conflicts of interest. No settlement may admit fault, impose non-monetary duties or restrict the protected party without its written consent. The Provider may procure usage rights, replace or modify infringing work without materially reducing agreed functionality, or refund the affected unusable work if those remedies are not reasonably possible. Liability treatment must be settled under Section 14; no blank limit is assumed.

14. Liability allocation

Proposed commercial starting point, not yet approved: Each party's aggregate liability arising from an affected SOW is limited to the fees paid or payable under that SOW during the preceding 12 months. For a shorter or fixed-price SOW, use its total agreed fee. Related claims are aggregated; the cap is not multiplied by the number of claims.

Subject to applicable law and the exceptions below, neither party is liable for indirect or consequential loss or loss of anticipated profits or business opportunity. Direct, reasonably incurred correction or restoration costs are not excluded merely because the incident involved data or software.

The general cap and exclusions do not limit payment obligations, agreed refunds of unearned fees, fraud, wilful misconduct or liability that cannot lawfully be limited. Treatment of confidentiality breaches, data/security incidents, gross negligence and Section 13 indemnities must be expressly selected before signing: [general cap / separate cap and amount / uncapped, by category]. This unresolved selection prevents this sample from being execution-ready. Both parties should assess proportionality, insurance and exposure with counsel.

15. Events outside reasonable control

A party affected by an event outside its reasonable control promptly notifies the other, mitigates its effects and proposes a recovery plan. Ordinary understaffing, lack of funds or avoidable operational failures are not automatically such events. A platform outage does not excuse work that can reasonably continue.

Proposed: if the event prevents affected work for 30 consecutive days, either party may terminate that work and reconcile completed value and prepaid undelivered amounts under Section 8. This clause does not extinguish accrued undisputed payment obligations or confidentiality/security duties that can still be performed.

16. Notices and disputes

Operational approvals may use the authorised email addresses or recorded project channel. Termination, breach and legal notices go to the notice emails in the particulars, with a copy to the account manager. Receipt and failed-delivery handling: [agree rule and backup address]. Routine monthly cancellation follows Section 9.

Proposed escalation: authorised commercial leads first seek resolution within 15 calendar days of written notice, without preventing urgent protective relief or mandatory rights. Governing law: [jurisdiction]. Dispute mechanism: [courts or arbitration, choose one]. For courts, specify jurisdiction and venue. For arbitration, specify seat, rules/institution, number and appointment of arbitrators, language and competent courts. No forum is selected by this sample.

17. General provisions and signatures

Changes must be recorded in writing by authorised representatives. Neither party assigns the agreement or material obligations without the other's written consent, except as expressly agreed. A failure to enforce a right is not a waiver. Invalid provisions are severed only to the extent permitted by law; the rest remains effective. This agreement creates no third-party enforcement rights unless expressly stated or legally required. Counterparts and valid electronic signatures may be used where applicable law permits.

A business day means Monday to Friday excluding holidays on the SOW's agreed delivery calendar. Deadlines identify their timezone. Mandatory employment obligations remain with the Provider; a customer SOW does not reduce employee entitlements. Each party complies with applicable law, sanctions and anti-bribery obligations relevant to its own performance. Neither party may require unlawful work. Specific regulatory, accessibility, insurance, background-screening or certification requirements apply only when expressly recorded and verified before commitment.

Proposed personnel protection: any restriction on targeted recruitment must be separately selected before signing, with defined covered personnel, duration and lawful exceptions for general advertising, unsolicited applications and prior relationships. No automatic hiring fee or blanket 24-month restriction is imported from another agreement. A customer has no employment authority over Provider personnel.

Each signatory confirms authority to bind the named party. Do not sign until all placeholders and proposed selections are completed.

Provider	Agency
Legal name: [ ]	Legal name: [ ]
Authorised signatory: [ ]	Authorised signatory: [ ]
Title: [ ]	Title: [ ]
Signature: [ ]	Signature: [ ]
Date: [ ]	Date: [ ]