## **COST REIMBURSEMENT CONTRACT**

This **Cost Reimbursement Contract** **Agreement** (**"Contract"**) is entered into on [Date] by and between:

**1. PARTIES**

**Contractor**

**Name**: [Your Company Name] ("Contractor")

**Address**: [Contractor Address]

**Tax ID/Company Registration No**: [Contractor Tax ID/Registration No]

and

**Client**

**Name**: [Client's Name] ("Client")

**Address**: [Client Address]

**Tax ID/Company Registration No**: [Client Tax ID/Registration No]

(collectively referred to as **"the Parties"**).

**Whereas** the Client requires certain services or deliverables, as described in the Scope of Work attached as Exhibit A, which is an integral part of this Contract.

**Whereas** the Parties agree that the exact nature and scope of work may evolve during the project, making it challenging to determine a fixed price for the Contract.

**Therefore**, the parties hereto agree as follows: For and in consideration of the foregoing premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged:

**2. PAYMENT TERMS**

**2.1 Cost Reimbursement**: The Client agrees to reimburse the Contractor for allowable and reasonable costs incurred in the performance of the services outlined in Exhibit A. Allowable costs may include labor, materials, overhead, and other direct and indirect expenses as defined by the Cost Accounting Standards. The Contractor shall maintain accurate records of all costs associated with the project.

**2.2 Fee or Profit**: In addition to cost reimbursement, the Client shall pay the Contractor a (select one)

* Fee
* Profit,

as specified in Exhibit A. The fee or profit is meant to provide the Contractor with a reasonable return for its efforts.

**2.3 Invoicing:** The Contractor shall submit detailed invoices on a (select one)

* Daily
* Weekly
* Bi-weekly
* Monthly
* Quarterly
* Other: [other payment schedule]

basis, including documentation of all costs incurred, along with the applicable fee or profit. The Client agrees to make payments within \_\_\_\_\_\_\_\_ days of receiving a valid invoice.

**2.4 Audit Rights**: The Client retains the right to audit the Contractor's cost records at any time during the performance of the Contract and for a period of \_\_\_\_\_\_\_\_ years after completion of the project.

**3. CHANGES IN SCOPE**

The Parties understand that the scope of work may change during the project. Any changes must be documented in writing, approved by both Parties, and may result in adjustments to the reimbursement and fee or profit provisions outlined in Exhibit A.

**4. TERM AND TERMINATION**

**4.1 Term**: This Contract shall commence on the Effective Date and continue until the completion of the project, as specified in Exhibit A.

**4.2 Termination**: Either Party may terminate this Contract upon written notice to the other Party if a material breach occurs or for convenience with \_\_\_\_\_\_\_\_ days' written notice.

**5. CONFIDENTIALITY**

The Parties agree to maintain the confidentiality of all information and documents obtained or created in connection with this Contract, as outlined in the confidentiality provisions in Exhibit A.

**6. GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of [Your Jurisdiction].

**7. ENTIRE AGREEMENT**

This Contract, including all attached exhibits, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Cost Reimbursement Contract as of the date first above written.

[Your Company Name] **Contractor**

**SIGNATURES**

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

**Name:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_

[Client's Name] **Client**

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

**Name:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:** \_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A - Scope of Work**

[Include a detailed description of the project, tasks, milestones, and any other relevant information.]