

AU-SGAcsl07

Corporate consultancy agreement

This agreement is dated [date] :

[ABC] Limited, a company registered in the Commonwealth of Australia [under company registration [ACN/ ABN number] and]

[] (“ ”);

and

[AMD] Consultants Ltd, a company registered in the Commonwealth of Australia [under company registration [ACN/ABN number]

[], (“ ”).

Background:

The Consultant has wide experience in the field of management of cash flow issues, re-modelling of business plan and corporate restructuring and the

.

Accordingly, it is now agreed as follows:

1. Definitions

“Assignment” means a piece of work to be undertaken by the Consultant under the terms of this agreement and fully described as to terms and scope in [the Detailed Specification / the schedule to this agreement / []].

“Bank” means [Bank Name] of [address].

“Confidential Information” means all information about the parties, including:

any information which may give a commercially competitive advantage to any other .

:

information about staff, their performance and ,

data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer ,

information about the Intellectual Property, the Know-how and all

information created or arising from this agreement;

information owned by a third party and in respect of which the Company

information, comment or implication published on

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course

“Detailed Specification” means a specification of work to be

“Fee” means all money payable by the Client to the Consultant, however

“Intellectual Property” means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1 A reference to one gender shall include any or all genders and a reference to the singular may be interpreted .
- 2.2 A reference to a person includes a human individual, a corporate entity and any organisation .
- 2.3 In the context of permission, “may not” in connection with an action , “ ”.
- 2.4 The headings to the paragraphs to this agreement are inserted for convenience .
- 2.5 Any agreement by any party not to do or omit to do something includes an obligation not to allow some ;
- 2.6 [except where stated otherwise], any obligation of any person arising from this ;
- 2.7 A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, .
- 2.8 The words “without limitation” shall be deemed to follow any use of the words “ ” “ ” .
- 2.9 a reference to an act, regulation or standard includes new law or standard of .
- 2.10 In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of , [\$ 200].
- 2.11 All money sums mentioned in this agreement are calculated [net / inclusive] of GST, .
- 2.12 This agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or , .

3. Entire agreement

- 3.1 This agreement contains the entire agreement between the parties and supersedes all .
- 3.2 Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information .
- 3.3 Conditions, warranties or other terms implied by statute or common law in any country are excluded from .
- 3.4 As an exception to the last previous sub paragraphs, the parties do rely :

[Representations contained in advertising and promotional material of the .

Representations made by the Consultant as to their competence to comply .

A letter from the Bank to the [].

Enter list of other docs and dates].

- 3.5 This agreement has been drawn with reference to a single Assignment. However, the parties intend, and now agree that all the terms shall apply so far as reasonably possible to any .
- 3.6 In order to apply these terms to a second or further Assignment or to a series of Assignments, a reference to this agreement .

4. Warranties for authority

- 4.1 Each of the parties warrants that it has power to enter into this agreement [and].
- 4.2 The Consultant warrants and undertakes that it is not aware of anything within its reasonable control which might or will

- 4.3 The Client warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for

5. Consultant's status

- 5.1 The Consultant is not a partner, agent or employee of the Client and does not have authority ;
- 5.2 The Consultant agrees that it will be responsible for its own income and other tax liability in respect of its Fees and he hereby agrees to indemnify the Client in respect of any claim that may be made by
- 5.3 The Consultant shall alone be responsible for payment of all taxes due on its own compensation except sales taxes, and payment of all taxes applicable ,

6. Consultant's obligation qualified by reference to the Bank

- 6.1 The Consultant is not an agent of the Bank and does not have authority to enter ;
- 6.2 No provision in this agreement which restricts the Consultant from disclosing any information whatever about the Client shall
- 6.3 This agreement shall be performed by the Consultant as if every obligation and every duty of care owed by the

7. Contract summary and payment

7.1 The Consultant shall commence work on the [].

7.2 The Consultant

.

OR

7.3 The Consultant shall work for no [] [] .

7.4 The Fee shall

.

7.5 The Client will pay the Consultant at the rate of \$ [000]

\$ [000] .

OR

7.6 The Client will pay for work \$ 800

.

OR

7.7 The Client will pay for

.

7.8 After the end of each month

.

7.9 Each invoice submitted to the Client for

.

7.10 The invoice shall include whatever reasonable expenses the Consultant has incurred [

] [].

OR

7.11 The Consultant will personally bear

.

7.12 The Consultant may charge for any reasonable costs

7.13 Payment of the sum specified in the invoice will be made by the Client within [14]

7.14 The Consultant shall be entitled after [28] days notice to the Client and [12]
5 %

7.15 The Consultant reserves the right to charge the Client interest in respect of the late payment of any money
([])

7.16 Banking charges by the receiving bank on payments to the Consultant

8. Representative liaison

8.1 With effect from today the Consultant and the Client

:

1.1.1 organising monthly meetings

;

1.1.2 providing all information and documentation

8.2 Each month the Consultant will prepare a progress report on the

[]

8.3 The Consultant will provide a document setting out detailed practical

9. Work management procedure

9.1 The Client will provide for the [] ,

9.1.1 an office set up for three , . . .

9.1.2 telephone facilities for each .

9.1.3 keys, security codes, user names, passwords and ,
[]
[] .

9.2 In working on the Assignment and ,
:

9.2.1 the Detailed Specification;

9.2.2 all commonly accepted standards, relevant ,
;

9.2.3 [compliance with other standards and regulations].

10. Consultant's obligations

10.1 The Consultant agrees to provide

10.2 Each Assignment will be completed

10.3 The Consultant agrees that whilst engaged

: ,

10.3.1 all laws and regulations

;

10.3.2 the specific regulations

.

11. Use of sub-contractors

If the Consultant wishes to perform any or

- ,

:

11.1 the Consultant must first obtain the written consent of the Client to

- .

.

OR

11.2 the Consultant must first obtain the written consent

-
;

11.3 the Consultant

;

11.4 the Consultant agrees to indemnify the Client against any

- .

OR

11.5 [this contract /]
[] .

OR

11.6 so far as work under this

- [] .

OR

11.7 the Consultant shall not sub-

.

12. Confidentiality

12.1 The parties are aware that in the course of the performance of the Assignment they will each have

12.1.1 except as provided in this agreement, not divulge to any person

12.1.2 not use the Confidential Information in any way for itself or

12.1.3 not store, copy, or use the Confidential

12.1.4 keep all records of

12.1.5 keep all records only at the address

12.1.6 make all relevant employees agents and sub-contractors aware of the confidentiality of

12.2 The Consultant agrees that before it permits any employee or contractor or other person to

13. Intellectual Property

13.1 This agreement shall have no

.

13.2 The Consultant may use whatever

.

13.3 The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate

.

13.4 During and after completion of the Assignment and unless

,

,

.

13.4.1 IP concepts created by the Consultant [but not incorporated in any goods, , - ,]

.

13.4.2 IP work incorporated in any , ,

,

.

OR

13.4.3 Any new Intellectual Property

.

13.4.4 IP elements previously developed by the Consultant

,

.

13.5 In the event that the Consultant creates, acquires or develops any New Intellectual Property (including moral rights) relating to ,

,

-

,

.

-

,

-

.

OR

13.6 so far as any IP of the Consultant is incorporated into any goods, service or system of the Client, or recommended for use by the Client, the Consultant now []
[]
/ 99 .

13.7 On termination of this agreement each party shall:

13.7.1 deliver up to the

13.7.2 within seven days destroy any Intellectual Property created

13.8 If either party believes that any third party is infringing any Intellectual Property Rights in [the Product] it shall
[]

The Consultant's obligations set

14. Limitation of liability

14.1 The law differs from one

14.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction ,

14.3 The Consultant shall not be liable to the Client

14.4

14.5

14.5.1 indirect or consequential loss; or

14.5.2

14.5.3

14.6

\$ [10 , 000].

14.7

(

)

15. Duration and termination

15.1

[]

:

15.1.1

;

15.1.2

[28]

;

15.1.3

[28]

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15.1.4

[30]

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15.1.5

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(

);

15.1.6

;

15.1.7

.

15.2

,

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15.3

,

,

.

16. Assignment of this agreement

16.1

16.2

17. Mutual indemnity

17.1

17.1.1

17.1.2 its breach of this agreement;

17.1.3

17.1.4

17.2

. 00]

17.3

19.2 Neither party shall:

19.2.1 make any public announcement; or

19.2.2 disclose any information; or

19.2.3

19.3

OR

19.4

[1],

20. Miscellaneous matters

20.1

20.2

20.3

20.4

20.5

20.6

20.7

1988

20.8

20.9

20.10

20.11

It shall be deemed to have been delivered:

72

24

- : 24

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20.12

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20.14

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20.15

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20.16

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20.17

,

[].

[] .

Signed by [personal name] on behalf of [Consultant name], its representative who personally accepts liability for the proper authorisation by [Consultant name] to enter into this agreement.

Signed by [personal name] on behalf of [Client name] its representative who personally accepts liability for the proper authorisation by [Client name] to enter into this agreement.

Schedule 1

[Specification of work under the Assignment].

Explanatory Notes:

Corporate consultancy agreement

General notes

1. What does a legal agreement do?

A legal agreement serves two prime purposes: first, it sets out the terms under which you have agreed to accept business. Everyone can see the details of the contract between you and your contract party can decide whether or not to enter into a contract on these terms. Secondly, the document affirms the legal rights of the parties, so that either can sue the other in court for a

2. This agreement

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter party. However, that is relative. If you are entering into a joint venture agreement you will not expect to put your future partner at a disadvantage. On the

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

3. It is your document

There is a great psychological advantage in “presenting” the document for a deal. Your counter party may want additions, deletions and conditions, but he is still working on your document. It is rather like playing a new board game where the referee insists on the rules but you have the only rule book. It is very rare indeed for a counter party to say “Sorry, I do not

4. Umbrella agreement

This document provides an over-arching framework within which any number of assignments can be undertaken. It is important that each assignment refers to this contract

:

“The work described and agreed a document will be regulated by the terms of an agreement between the parties [].”

Paragraph specific Notes:

Notes following the numbered paragraphs

Preliminary: Describing specification or assignment

Call it what you like, the key to the success of a consultancy contract is to define the scope very clearly. This is nowhere more truly than in reference to a technical contract. We advise you to be sure that you field a negotiator with at least the equivalent technical understanding as the consultant. Avoid jargon.

We have provided a flexible approach from which you can decide on how you wish to set down the specification of your work. Bear in mind that this will

- entering short details of the assignment into this very document. Do this only if the specification is less than, , 200 .
- writing a short description of the assignment, either as part of the body of the document or as a schedule, then providing for future refinement .
- writing the specification into this document as a schedule - as long as you like and .
- attaching the specification to this agreement and cross referencing so as to make clear that the two .

Whichever alternative you choose will require edit of other parts of the document where reference is made to a

- You should specify as accurately as possible the work to be done. Where this does not lead to a clearly identifiable goal, consider at least

what sort of consultancy you

:

- assessing a factual situation and giving an opinion;
- making recommendations;
- solving specific identified problems;

and does the work involve:

- attending court as an expert witness;
- attending meetings with any authority
;
- making presentations and giving lectures;
- other educational tasks;
- contributing to discussions at meetings.
- Limit the field of work. Use a clear definition of what you can do. By

1. Definitions

We know nothing about your business, so the defined terms we have provided may not be the best for your business. You may wish to

“ ” “ ”

,

You should first decide on the contents of the document, then return

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove. These items are not “lawyer’s blurb”. Every item has

3. Entire agreement

This paragraph prevents a party from later saying he was relying on some other document or web site or what was said. If other documents are to be relied on,

As the consultant, it is in your interest to remove any reference to other information, so

4. Warranties for authority

If you are dealing with a company and do not know who has authority to do what, leave this paragraph in place.

5. Consultant's status

This paragraph contains provision to protect the client, not the consultant. It may be freely edited. If you are the

6. Consultant's obligation qualified by reference to the Bank

This paragraph is relevant only if you are a firm of accountants investigating

7. Contract summary and payment

The word "Fee" has been widely defined so it will apply to whatever payment system you use. You may think it

This paragraph contains many options. Inevitably, some are contradictory. We have provided a menu to enable you to construct your own version. Much

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and

point in time when a final invoice may be sent.

We have provided for payment for work

8. Representative liaison

Consultancy contracts are notoriously difficult to specify in a way that facilitates measurement of results. The usual way of minimising conflict is to maintain close contact between the consultant and the client. That requires just one person from each side to accept responsibility

9. Work management procedure

Specify

The second sub paragraph is also an opportunity for you to “sell” your high status and quality of

10. Consultant’s obligations

If the consultant’s staffs work in the client’s premises they must avoid creating problems by transgressing the rules and

11. Use of sub-contractors

Consider this paragraph carefully. A client may well assume that the assignment will be carried out by one

12. Confidentiality

This paragraph is strong. The weight of

1 .

13. Intellectual property

Few business managers appreciate just how much IP is

The question of who owns what intellectual property rights is one for detailed discussion

If an outcome of the assignment is the

14. Limitation of liability

Reduces the chance of a successful

As drawn, the consultant has very little liability. The extent to which the consultant is

15. Duration and termination

We suggest you edit as minimally required.

It is after termination that conflicts

16. Assignment of this agreement

A standard

17. Mutual indemnity

A form of indemnity to protect both sides, including their directors and staff.

18. Uncontrollable events

Often referred to as “force majeure”. We advise

19. Publicity / Announcements

This may

20. Miscellaneous matters

A number of special points. Many lawyers would extend these into several pages. Our use of

End of notes