

AU-SGAcsl10

Corporate IT consultancy agreement

This agreement is dated [date] :

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

[] (“ ”);

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 information technology systems for small and medium businesses, including networks and integration of e-commerce into historic business.

].

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 / [] .]

“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 These terms and conditions apply to all services. They prevail over
.
- 2.13 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
.
- 3.4 As an exception to the last previous sub paragraphs, the parties do rely
:

[Representations contained in advertising and promotional material of the
the

Representations made by the Consultant as to their competence to comply

Enter other docs and dates containing].
- 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

6. Contract summary and payment

- 6.1 The Consultant shall commence work on the [].
- 6.2 The Consultant shall complete the Assignment .
- OR
- 6.3 The Consultant shall work for no less than [number] hours per week [] .
- 6.4 The Fee shall be calculated and paid as
- 6.5 The Client will pay the Consultant at the rate of \$ [000] per day and for the time of other staff at the rate of \$ [000] .
- OR
- 6.6 The Client will pay for work by each person designated as a senior consultant at the \$ [800] .
- OR

- 6.7 The Client will pay for work done in accordance with fee rates
- 6.8 After the end of each month the Consultant will send an invoice to the
- 6.9 Each invoice submitted to the Client for time charged by the hour shall contain a breakdown
- 6.10 The invoice shall include whatever reasonable expenses the Consultant has incurred in working on any Assignment [provided such expenses have been approved in] []

OR

- 6.11 The Consultant will personally bear the cost of all expenses incurred by
- 6.12 The Consultant may charge for any reasonable costs
- 6.13 Payment of the sum specified in the invoice will be made by the Client within [14]
- 6.14 The Consultant shall be entitled after [28] days notice to the Client and [12] [5] %
- 6.15 The Consultant reserves the right to charge the Client interest in respect of the late payment of any money ([])
- 6.16 Banking charges by the receiving bank on payments to the Consultant

7. Representative liaison

7.1 With effect from today the Consultant and the Client

:

7.1.1 organising monthly meetings

;

7.1.2 providing all information and documentation

.

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

[]

.

7.3 The Consultant will provide a document setting out detailed practical

.

.

8. Work management procedure

8.1 The Client will provide for the [] ,

8.1.1 an office set up for three

,

...

8.1.2 telephone facilities for each

.

8.1.3 keys, security codes, user names, passwords and

,

[]

[].

8.2 In working on the Assignment and

,

:

8.2.1 the Detailed Specification;

8.2.2 all commonly accepted standards, relevant

,
-;

8.2.3 [\[compliance with other standards and regulations\]](#)

9. Consultant's obligations

9.1 The Consultant agrees to provide

.

9.2 Each Assignment will be completed

.

9.3 The Consultant agrees that whilst engaged

,

:

9.3.1 all laws and regulations

;

9.3.2 the specific regulations

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10. Exclusions from contract

The excluded matters are:

10.1 registration of necessary domain names;

10.2 arrangement of

;

10.3 contracting for web

;

10.4 supply new or

-

;

10.5 purchase of any necessary computer hardware and software;

10.6 search engine

.

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 The Consultant gives no warranty that

14.5 The Consultant shall not

14.5.1 indirect or consequential loss; or

14.5.2 economic loss or other , ,
;

14.5.3
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14.6
,
, \$ [10 , 000].
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14.7 ()
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15. Duration and termination

15.1 []
, []
:

15.1.1
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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

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15.1.7

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15.2

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15.3

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16. Assignment of this agreement

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16.1

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16.2

17. Mutual indemnity

17.1

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17.1.1

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17.1.2 its breach of this agreement;

17.1.3

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17.1.4

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17.2

\$ [200

. 00]

17.3

(')

18. Uncontrollable events

18.1

[]

AND/OR

18.2

, [].

OR

18.3

[],
[7]

18.4

18.5

,
[. . . .];

18.6

;

18.7

19. Publicity / Announcements

19.1

()

19.2

OR

19.3 Neither party shall:

19.3.1 make any public announcement; or

19.3.2 disclose any information; or

19.3.3

;

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19.4

,

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OR

19.5

[1],

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20. Miscellaneous matters

20.1

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It shall be deemed to have been delivered:

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72

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24

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20.12

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20.13

20.14

20.15

20.16

[].

[] .

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

[Press announcement].

Explanatory Notes

Corporate IT consultancy agreement

General notes

1. 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

2. 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

3. 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 , 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 to support your ;

- 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

You may wish to use a word like “project” instead of “assignment”.

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

We have defined “Detailed Specification”. That is a useful description of the work to be done. However, if you have communicated

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

If the consultant's staff work in the client's premises they must avoid creating problems by transgressing the rules and policies of the client. Lengthy provisions about

6. 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

7. 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

8. Work management procedure

Specify all requirements.

The second sub paragraph is also an opportunity for you to “sell” your high status and quality of professional work. It is likely that the client will have instructed you on account of your qualifications and standards and

9. Consultant's obligations

If the consultant's staffs work in the client's premises they must avoid creating

10. Exclusions from contract

These are merely reminders

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

13. Intellectual property

Few business managers appreciate just how much IP is owned

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