IE-SGAcsl12

IT consultancy contract: client version

This agreement is dated [date] [redacted]:

ABC Limited, a company incorporated in Ireland [under registered number [number] and] whose [redacted] [[redacted]], (“[redacted]”)

and

AMD Consultants Ltd, a company incorporated in Ireland [under registered number [number] and] whose [redacted] [[redacted]], (“[redacted]”).

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. [redacted].]

Accordingly, it is now agreed as follows:

1. Definitions

“Act”	means the Data Protection Act 2018.
"Assignment"	means a piece of work to be undertaken by the Consultant under the terms of this agreement the first of which is fully described as to terms and scope in [the schedule to this agreement / [redacted] [[redacted]] [redacted]].
“Confidential Information”	means all information about the Client, including:

any information which may give a commercially competitive advantage to any other [redacted]. [redacted]:

information about staff, their performance and [redacted],

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

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[redacted];

information about the Intellectual Property and all aspects of [redacted];

information created or arising from this agreement;

information owned by a third party and in respect of which the Client [redacted]-[redacted].

information, comment or implication published on [redacted].

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

"Detailed Specification" means a specification of work to be [redacted].

"Intellectual Property" or "IP" means intellectual property owned by the Client, 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, trade marks, unregistered marks, [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

"New IP" means any Intellectual Property:

written, discovered or arising from an Assignment or from the activity [redacted];

including not only new developments but also improvements to and [redacted];

whether or not created by the Consultant;

whether after specific consideration or by

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accident;

even if created by the Consultant outside of the paid [redacted].

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 [redacted].

2.2. a reference to a person includes reference to that person’s successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a [redacted], [redacted], [redacted]-[redacted].

2.3. the headings to the paragraphs to this agreement are inserted for convenience [redacted].

2.4. any agreement by any party not to do or omit to do something includes an obligation not to allow some [redacted].

2.5. a reference to an act or regulation includes new law of substantially the same [redacted].

2.6. in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of [redacted], [[redacted] € 200 [redacted]].

2.7. all money sums mentioned in this agreement are calculated [net / inclusive] of VAT, [redacted].

2.8. 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 [redacted], [redacted].

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3. Entire agreement

3.1. The Consultant shall complete the Assignment for the fees [redacted].

3.2. This agreement contains the entire agreement between the parties and supersedes all [redacted].

3.3. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information [redacted].

3.4. If the act or omission of any person would be actionable by the Client but for that act or omission having taken place outside the scope of the employment of some one or more people, the Consultant agrees that [redacted].

3.5. Conditions, warranties or other terms implied by statute or common law in any country are excluded from [redacted].

3.6. 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 [redacted].

3.7. If the Client offers and the Consultant agrees to take on new work after today, that work shall be an Assignment, [redacted].

4. Warranties for authority

4.1. Each party warrants that it has power to enter into this agreement [and [redacted]].

4.2. The Consultant warrants and undertakes that it is not aware of anything within its reasonable control which might or will [redacted].

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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 [redacted].

5. Conflicts of interest

5.1. The Consultant confirms that:

5.1.1 neither it nor any of its employees, agents or contractors is under any pre-existing obligation to a third [redacted];

5.1.2 it does not now perform or intend to perform, during the term of this agreement, consulting or other services for, or engage in or intend to engage in an employment relationship with, any business which would be competitive with any business [redacted].

5.1.3 its performance of the Assignment will not breach any agreement to keep in [redacted];

5.1.4 it has the right to disclose and/or use all ideas, processes, techniques and other intellectual property which it now intends [redacted];

5.1.5 it has not granted and will not grant any right or licence to any intellectual property or technology [redacted].

5.2. Despite the foregoing confirmation, the Consultant agrees that it will not incorporate into any process, system or software provided to the Client in performance of the Assignment, any physical or [redacted].

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6. Consultant's status

6.1. Consultant is not an agent of the Client and does not have authority to enter [redacted].

6.2. The Consultant shall alone be responsible for:

6.2.1 payment of all taxes due on its own compensation except sales taxes, charged [redacted];

6.2.2 payment of all taxes applicable to payments made to its partners, [redacted];

6.2.3 compliance with all applicable labour and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and Consultant's partners, agents and employees. The Consultant’s obligations shall include compliance with any law [redacted].

6.3. The Consultant agrees to indemnify the Client against any cost or liability, claim or penalty arising from a demand made by any governmental revenue collecting authority [redacted].

7. Representative liaison

7.1. With effect from today, the Consultant and the Client will each nominate a representative who will be authorised to make [redacted]:

7.1.1 organising monthly meetings at which they will review [redacted];

7.1.2 providing all information and documentation reasonably required by the other of them [redacted].

7.2. Each month the Consultant will prepare a progress report on the progress of the work on the Assignment and will deliver it to [redacted]

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[redacted] [[redacted]] [redacted].

8. Work management procedure

8.1. The Client will provide for the exclusive use of the Consultant, the following [redacted] [[redacted]].

List facilities, or delete

8.2. In working on the Assignment and in provision or delivery of any outcome, [redacted]:

8.2.1 the Detailed Specification;

8.2.2 all relevant commonly accepted standards, including those of [redacted];

8.2.3 [other compliances and standards . . .].

9. Consultant's obligations

9.1. The Consultant agrees to provide [redacted].

9.2. Each Assignment will be [redacted]

9.3. The Consultant agrees that whilst engaged [redacted], [redacted]:

9.3.1 all laws and regulations relating to work;

9.3.2 the specific regulations of the Client.

9.4. The Consultant agrees that it will process personal data as required by the Act, [redacted] [1]. [redacted], [redacted] - [redacted].

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10. Consultant's fees and expenses

10.1. The Consultant shall at all times maintain accurate and up-to-date records of the time [redacted] 15 - [redacted].

10.2. The Client will pay the Consultant at the rate of € [000] [redacted] € [000] [redacted].

10.3. After the end of each month, the Consultant will send an [redacted].

10.4. Each invoice submitted to the Client for [redacted].

10.5. The invoice shall include whatever reasonable expenses the Consultant has incurred [redacted] [[redacted]] [[redacted]].

OR

10.6. The Consultant will personally bear [redacted].

10.7. Payment of the sum specified in the [redacted] [14] [redacted].

10.8. The Consultant shall be entitled after [28] days notice to the Client and not [redacted] [12] [redacted] [[redacted]] [redacted].

10.9. Banking charges by the receiving bank on payments to the Consultant [redacted].

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10.10. Any details given by the Client [redacted].

11. Use of sub-contractors

If the Consultant wishes to perform any or [redacted]:

11.1. the Consultant must first obtain the [redacted];

OR

11.2. the Consultant must first obtain the written consent [redacted];

11.3. the Consultant [redacted];

11.4. the Consultant agrees to indemnify the Client against any [redacted].

OR

11.5. [This contract / [redacted]] [redacted] [[redacted]] [redacted].

OR

11.6. So far as work under this [redacted], [redacted] [[redacted]].

OR

11.7. The Consultant shall not sub- [redacted].

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12. Consultant's other work

The Consultant will not [redacted]:

12.1. The other work is [redacted].

12.2. The other work is such that the [redacted].

13. No competition

13.1. The Consultant agrees that it will not within [two years] of the termination date by any means and neither for itself nor for any other [redacted], [redacted], [redacted], [redacted], [redacted] [redacted].

13.2. The Consultant agrees that it will not within [two years] of the termination date neither for the [redacted], [redacted], [redacted], [redacted], [redacted].

13.3. The Consultant agrees that it will not within [two years] of the termination date by any means and neither [redacted], [redacted], [redacted] [redacted] [redacted].

13.4. The Consultant agrees that the provisions [redacted].

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14. Confidentiality

14.1. The Consultant is aware that in the course of the performance of the Assignment it will [redacted] :

14.1.1 except as provided in this agreement, not divulge to any person [redacted] ;

14.1.2 not use the Confidential Information in any way for itself [redacted] ;

14.1.3 not store, copy, or use the Confidential [redacted] [[redacted] . . . .]

14.1.4 keep all records of [redacted] ;

14.1.5 keep all records only at the address [redacted]);

14.1.6 use its best endeavours to keep confidential ([redacted]) [redacted] .

14.1.7 make all relevant employees agents and sub-contractors aware of the confidentiality of [redacted] .

14.2. The Consultant now undertakes to the Client that for the period of [twelve] months following completion [redacted] , [redacted]

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[redacted].

14.3. The Consultant agrees that during its engagement with the Client, it will not use, [redacted], [redacted], [redacted], [redacted].

14.4. The Consultant now accepts a duty of care and a duty to comply with the terms of any agreement [redacted]. [redacted].

14.5. The Consultant agrees that before it permits any employee or contractor or other person to [redacted], [redacted]/[redacted], [redacted].

15. Intellectual Property

The Consultant acknowledges that [redacted]:

15.1. watch out for any infringement of the Intellectual [redacted].

15.2. take such reasonable action as the Client [redacted];

15.3. not use any name or mark [redacted];

15.4. on the expiry or termination of this [redacted];

15.5. not use [the Trade Name] [redacted] [[redacted]] [redacted].

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The Consultant's obligations set [redacted].

16. New Intellectual Property

16.1. In the course of work [redacted], [redacted].

16.2. The Consultant will keep full records in appropriate media, including New [redacted]. [redacted].

16.3. For the sake of good order, the [redacted], [redacted].

16.4. The Consultant agrees that all works of authorship arising [redacted] " [redacted] " [redacted].

16.5. The Consultant undertakes to do whatever is necessary from time to time to vest legal ownership of New IP in the Client. This [redacted]. [redacted]. [redacted], [redacted], [redacted].

16.6. If the Client requires a signature from the Consultant or action by the Consultant in connection with New IP, and is unable to secure that signature or [redacted], [redacted], [redacted] / [redacted] / [redacted] - [redacted] - [redacted] / [redacted].

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17. Duration and termination

17.1. This agreement shall continue until terminated:

17.1.1 by completion of [redacted] ; [redacted]

17.1.2 by one party giving [28] [redacted] ; [redacted]

17.1.3 immediately by the Consultant if the Client fails to pay any [redacted] [28] [redacted] - [redacted] ; [redacted]

17.1.4 immediately by either party if the other commits any material breach of any term [redacted] [30] [redacted] ; [redacted]

17.1.5 immediately by either party if a trustee / administrative receiver or similar officer is appointed in respect of all or any part of the business or assets [redacted] ([redacted]);

17.1.6 immediately if the Consultant is or becomes incompetent [redacted] ; [redacted]

17.1.7 the Consultant refuses to carry [redacted] .

17.2. After termination of this agreement for whatever reason, [redacted] .

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17.3. Without regard to the reason why this agreement ends, the Client [redacted], [redacted].

18. Assignment of this agreement

18.1. Neither party may assign, delegate, sub-contract, mortgage, [redacted], [redacted]:

18.2. a party may assign and transfer all its rights and obligations under this agreement to [redacted], [redacted].

19. Mutual indemnities

19.1. Each party agrees to indemnify [redacted], [redacted]:

19.1.1 its failure [redacted];

19.1.2 its breach of this agreement;

19.1.3 any act, neglect or [redacted], [redacted], [redacted];

19.1.4 a breach of [redacted].

19.2. For the purpose of this paragraph it is agreed that the [redacted] € [200 . 00] [redacted].

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20. Uncontrollable events

20.1. If either party cannot perform this agreement for any reason beyond its reasonable control [redacted] [[redacted]] [redacted], [redacted], [redacted].

AND/OR

20.2. Neither party shall be liable for any failure or delay in [redacted], [[redacted]].

OR

20.3. If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous [redacted] [[redacted]], [redacted]. [redacted] [7] [redacted], [redacted].

20.4. A termination notice is [redacted]-[redacted].

20.5. If the agreement is terminated, all money [redacted] [. . . . . [redacted]];

20.6. Costs arising from the [redacted];

20.7. The party claiming the uncontrollable [redacted].

21. Publicity / Announcements

21.1. No public or press announcement shall be made [redacted].

OR

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21.2. Neither party shall:

21.2.1 make any public announcement; or

21.2.2 disclose any information; or

21.2.3 allow expressly or [redacted] ;

about this agreement without [redacted] .

21.3. By way of exception to the last previous sub paragraph, [redacted] .

OR

21.4. The parties agree to the issue of [redacted] [2], [redacted] .

22. Miscellaneous matters

22.1. The Consultant undertakes to provide to the [redacted] , [redacted] - [redacted]

22.2. No amendment or variation to this agreement [redacted] , [redacted] .

22.3. The parties acknowledge and agree that this [redacted] .

22.4. So far as any time, [redacted] , [redacted] .

22.5. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated [redacted] , [redacted]

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[redacted].

22.6. The rights and obligations of the [redacted].

22.7. Any obligation in this agreement [redacted].

22.8. [redacted].

22.9. [redacted].

22.10. [redacted].

It shall be deemed to have been delivered:

[redacted];

[redacted]: [redacted] 72 [redacted];

[redacted]. [redacted].

22.11. [redacted].

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22.12. [redacted], [redacted], [redacted].

22.13. [redacted], [redacted].

22.14. [redacted].

22.15. [redacted].

22.16. [redacted], [redacted].

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.

[redacted] [redacted] [redacted] [redacted] [redacted] [redacted].

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Schedule 1: Data Protection Act 2018 Compliance

1. Definitions

[redacted], [redacted]:

"Associate"	[redacted], [redacted], [redacted].
“Directive”	[redacted] ([redacted]) 2016 / 680 [redacted] 27 [redacted] 2016 [redacted], [redacted], [redacted], [redacted], [redacted] 2008 / 977 / [redacted].
"DPC"	means the Data Protection Commission.
“the Data Protection Regulations”	[redacted] ([redacted]) 2016 / 679 [redacted] 27 [redacted] 2016 [redacted] 95 / 46 / [redacted] ([redacted]).
“the Law”	means all or any of: (a) the Data Protection Regulations, (b) the Act, (c) the Data Protection Act 1988, (d) the Data Protection Act 2003, (e) regulations made under the Act,

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(f) Directive.

"[redacted]", "[redacted]", "[redacted]-[redacted]", "[redacted]", "[redacted]", "[redacted]", "[redacted]" [redacted] "[redacted]" [redacted], [redacted].

[redacted], "[redacted]", [redacted].

2. Data Protection

2.1. [redacted].

2.2. [redacted], [redacted].

2.3. [redacted], [redacted].

2.4. [redacted] 1 [redacted].

3. How the Consultant shall process data

[redacted], [redacted], [redacted]:

3.1. [redacted];

3.2. [redacted], [redacted], [redacted];

3.3. [redacted]-[redacted]-[redacted], [redacted]

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[redacted];

3.4. [redacted], [redacted]-[redacted]. [redacted]. [redacted], [redacted].

3.5. [redacted]-[redacted], [redacted].

3.6. [redacted], [redacted]-[redacted], [redacted]-[redacted].

3.7. [redacted], [redacted] ([redacted]) [redacted]:

3.7.1 [redacted], [redacted]; [redacted]

3.7.2 [redacted]; [redacted]

3.7.3 [redacted]. [redacted]. [redacted], [redacted]/[redacted], [redacted]; [redacted]

3.7.4 [redacted], [redacted]

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[redacted]

3.7.5 [redacted].

3.8. [redacted]:

3.8.1 the pseudonymisation and encryption of personal data;

3.8.2 [redacted];

3.8.3 [redacted];

3.9. [redacted]:

3.9.1 [redacted];

3.9.2 [redacted];

3.9.3 [redacted];

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3.9.4 [redacted] 32 (1) [redacted] ;

3.10. [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] . [redacted] ([redacted] - [redacted]) [redacted] .

3.11. [redacted] ([redacted] 24 [redacted]) [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] , [redacted] - [redacted] ;

3.12. provide reasonable assistance to the Client in:

3.12.1 [redacted] ;

3.12.2 [redacted] , [redacted] ;

3.12.3 [redacted] , [redacted] , [redacted] , [redacted] ;

3.12.4 [redacted] , [redacted] ;

3.12.5 [redacted] ; [redacted]

3.12.6 [redacted] ([redacted]) [redacted] .

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4. Post termination

4.1. [redacted]:

4.1.1 [redacted];

4.1.2 [redacted];

4.1.3 [redacted];

4.1.4 [redacted] 14 [redacted].

4.2. [redacted].

5. Warranty and acceptance of liability

5.1. [redacted].

5.2. [redacted].

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Appendix 1 to Schedule 2

Data Processing Activities

What the Consultant may process in each category

1 The Consultant shall process this basic personal data

1.1. Name.

1.2. Address.

1.3. Email address.

1.4. Telephone number

1.5. [redacted].

1.6. [redacted].

2 [redacted].

[redacted].

3 [redacted]

3.1. [redacted].

3.2. [redacted].

4 Retention period

4.1. [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted];

4.2. [redacted].

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Schedule 2: Press release

[Press announcement]

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Explanatory notes

IT consultancy contract: client version

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

The defined terms we have provided may not be the most suitable for your business. You may refer differently to your detailed specification, ■ ■ ■ ■ ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

It is difficult to protect your secrets when you suddenly allow a number of outsiders' free rein over all your business. We do not know how "secret" are your affairs. We have therefore provided an extremely comprehensive definition of what should be protected. You will see below that it is matched by the strength of the ■ ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

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, let them be listed here, so that both parties know the basis of the ■ ■ ■ ■ . ■ ■ ■ ■

[redacted]

8. Work management procedure

Simple, basic provisions. [redacted].

9. Consultant's obligations

If some aspects of your contract or of the detailed specification, are particularly important, you could enter them here instead of in the detailed [redacted].

10. Consultant's fees and expenses

This paragraph is flexible and should be completed with the specific terms agreed. This might [redacted].

You should consider carefully the provisions relating to completion and payment. It is important that [redacted].

We have provided for payment for work [redacted].

11. Use of sub-contractors

Choices for you to edit as you decide.

12. Consultant's other work

Entirely a matter for your choice. Edit as you require. However, it is helpful if both sides are aware of [redacted].

13. No competition

Basic provisions to prevent competition (similar to what you might find in a director’s service contract). Leave the last sub paragraph in place. It prevents a claim by the [redacted]

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[redacted].

14. Confidentiality

This paragraph is very strong indeed. The [redacted].

We have included this paragraph because a business has so many secrets which could easily be stolen that some [redacted].

15. Intellectual Property

It is unlikely that you will have dispute about existing IP rights. Problems arise when some value is added [redacted].

16. New Intellectual Property

New IP is a defined term. The definition is comprehensive so as to avoid complicating this paragraph. [redacted] 1 [redacted].

This concept is inconvenient for you when you pay someone specifically to write code, draft maps or produce ideas. Different countries have taken different approaches to the subject. In the USA, [redacted] 1976 [redacted].

17. Duration and termination

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We have provided alternatives. Edit [redacted].

18. Assignment of this agreement

Consider carefully and edit as you require.

19. Mutual indemnities

Although we describe this as "[redacted]", [redacted].

20. Uncontrollable events

Used to be referred to as "force majeure". [redacted].

21. Publicity / Announcements

This may [redacted].

22. Miscellaneous matters

A number of special points. We have identified each of these as [redacted].

Schedule: Data Protection Act 2018 Compliance

These paragraphs have been drawn with the greatest of care [redacted].

If the contractual arrangement (unusually) is such that the consultant [redacted].

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It should not be necessary to incorporate provision for [redacted] . [redacted] 14 .

No provisions in this section should be edited unless it [redacted] . [redacted] , [redacted] . [redacted] – [redacted] .

The final section is a series of lists [redacted] . [redacted] , [redacted] .

End of notes

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