IE-SGAcsl16

Corporate HR consultancy agreement

This agreement is dated [date] [redacted]:

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

and

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

Background:

[The Consultant has wide experience in the field of [human resources management / recruitment / relocation / other] and the Client [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 and fully described as to terms and scope in [the Detailed Specification / the schedule to this agreement / [redacted] [[redacted]] [redacted]].

“Confidential Information” means all information about the parties, 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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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 a party [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].
“Fee”	means all money payable by the Client to the Consultant, however [redacted], [redacted].
"Intellectual Property" or “IP”	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, unregistered marks, designs, copyrights, software, [redacted], [redacted], [redacted], [redacted], [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].

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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] .

3. Entire agreement

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

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

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

3.4. This agreement has been drawn with reference to a single Assignment. However, the parties intend, and now agree that all the terms shall

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apply so far as reasonably possible to any [redacted].

3.5. In order to apply these terms to a second or further assignment or to a series of assignments, a reference to this agreement [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].

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. Consultant's status

5.1. The Consultant is not a partner, agent or employee of the Client and does not have authority [redacted].

5.2. The Consultant agrees that it will be responsible for its own income and other tax liability and social insurance in respect of its Fees and it hereby agrees to indemnify the Client in respect of any claim that may be made by any [redacted].

6. Contract summary and payment

6.1. The Consultant shall commence work on the [redacted] [[redacted]].

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6.2. The Consultant shall complete the Assignment [redacted].

OR

6.3. The Consultant shall work for no less than [number] hours per week [redacted] [[redacted]] [redacted].

6.4. The Fee shall be calculated and paid as [redacted].

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] [redacted] . [redacted].

OR

6.6. The Client will pay for work by each person designated as a senior consultant at the [redacted] € [800] [redacted].

OR

6.7. The Client will pay for work done in accordance with fee rates [redacted].

6.8. After the end of each month, the Consultant will send an invoice to [redacted].

6.9. Each invoice submitted to the Client for time charged by the hour shall contain a breakdown [redacted].

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 [redacted]] [[redacted]].

OR

6.11. The Consultant will personally bear the cost of all expenses incurred by [redacted].

6.12. The Consultant may charge for any reasonable costs incurred as a result of any delay caused by [redacted].

6.13. Payment of the sum specified in the invoice will be made by the Client within [14] days of date of sending the invoice. Failure to make timely

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payment shall entitle [redacted], [redacted].

6.14. The Consultant shall be entitled after [28] days notice to the Client and not more than once in every [12] months to increase the rates for work charged by [redacted]. [redacted] [5] % [redacted].

6.15. The Consultant reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at [redacted] [[redacted]] [redacted].

6.16. Banking charges by the receiving bank on payments to the Consultant will be borne by the Consultant. All other charges relating to payment [redacted].

7. Representative liaison

7.1. The work under this agreement shall be managed by [[redacted]].

OR

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

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

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

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

7.4. The Consultant will provide a document setting out detailed practical requirements as required from time to time. The Client agrees to [redacted]

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[redacted].

8. Work management procedure

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

8.1.1 an office set up for three people with workstations connected to the local [redacted] , [redacted] . . .

8.1.2 telephone facilities for each person connected to the Client’s system [redacted] .

8.1.3 keys, security codes, user names, passwords and any other relevant access to the office premises, the factory premises [redacted] [[redacted]] [redacted] [[redacted]].

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 commonly accepted standards, relevant to the subject matter of this agreement, [redacted] ;

8.2.3 [compliance with other standards and regulations].

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] :

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9.3.1 all laws and regulations [redacted];

9.3.2 the specific regulations [redacted].

9.4. The Consultant shall provide the services in accordance with [redacted] ([redacted]).

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

10. Use of sub-contractors

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

10.1. the Consultant must first obtain the written consent of the Client to [redacted]-[redacted]. [redacted].

OR

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

10.3. the Consultant [redacted];

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

OR

10.5. [this contract / [redacted]] [redacted] [[redacted]] [redacted].

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OR

10.6. so far as work under this [redacted] - [redacted] , [redacted] [[redacted]].

OR

10.7. the Consultant shall not sub- [redacted] .

11. Confidentiality

11.1. The parties are aware that in the course of the performance of the Assignment they will each have [redacted] . [redacted] , [redacted] , [redacted] , [redacted] :

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

11.1.2 not use the Confidential Information in any way for itself or [redacted] , [redacted] ;

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

11.1.4 keep all records of [redacted] ;

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

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

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[redacted].

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

12. Intellectual Property

12.1. This agreement shall have no [redacted].

12.2. The Consultant may use whatever [redacted].

12.3. The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate [redacted].

12.4. During and after completion of the Assignment and unless [redacted], [redacted], [redacted].

12.4.1 IP concepts created by the Consultant [but not incorporated in any goods, [redacted],] [redacted]. [redacted].

12.4.2 IP work incorporated in any [redacted], [redacted], [redacted].

OR

12.4.3 Any new Intellectual Property [redacted].

12.4.4 IP elements previously developed by the Consultant [redacted], [redacted].

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12.5. In the event that the Consultant creates, acquires or develops any new Intellectual Property (including moral rights) relating to [redacted], [redacted], [redacted] - [redacted], [redacted]. [redacted] - [redacted], [redacted] - [redacted].

OR

12.6. 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 [redacted] [[redacted]] [redacted], [redacted] [[redacted] / [redacted]] [redacted] 99 [redacted]. [redacted].

12.7. On termination of this agreement each party shall:

12.7.1 deliver up to the [redacted].

12.7.2 within [seven] days destroy any Intellectual Property [redacted].

12.7.3 If either party believes that any third party is infringing any Intellectual Property rights in [the Product] it shall [redacted]. [redacted] [[redacted]] [redacted].

The Consultant's obligations set [redacted].

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13. Limitation of liability

13.1. The law differs from one [redacted].

13.2. All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction [redacted].

13.3. The Consultant shall not be liable to the Client [redacted].

13.4. The Consultant gives no warranty that [redacted].

13.5. The Consultant shall not [redacted]:

13.5.1 indirect or consequential loss; or

13.5.2 economic loss or other [redacted];

13.5.3 loss or damage suffered by [redacted].

The above provisions apply even if such [redacted].

13.6. Except in the case of death or personal injury, the total liability of the Consultant under [redacted] € [10 , 000]. [redacted].

13.7. This paragraph (and any other paragraph which excludes or restricts the [redacted]).

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14. Duration and termination

14.1. Work on the Assignment shall commence on [[redacted] , [redacted] [[redacted]]] [redacted] :

14.1.1 by completion of [redacted] ; [redacted]

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

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

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

14.1.5 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]);

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

14.1.7 the Consultant refuses to carry [redacted] .

14.2. Notwithstanding termination of this agreement for whatever reason, [redacted] .

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

15. Assignment of this agreement

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

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

16. Mutual indemnity

16.1. Each party agrees to indemnify [redacted] :

16.1.1 its failure [redacted] ;

16.1.2 its breach of this agreement;

16.1.3 any act, neglect or [redacted] ;

16.1.4 a breach of [redacted] ;

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

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17. Uncontrollable events

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

AND/OR

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

OR

17.3. 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].

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

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

17.6. Costs arising from the [redacted];

17.7. The party claiming the uncontrollable [redacted].

18. Publicity / Announcements

18.1. Either party may refer to this agreement in [redacted] ([redacted]) [redacted].

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

OR

18.3. Neither party shall:

18.3.1 make any public announcement; or

18.3.2 disclose any information; or

18.3.3 allow expressly or [redacted], [redacted];

about this agreement without [redacted].

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

OR

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

19. Miscellaneous matters

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

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

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

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

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19.5. 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].

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

19.7. Any obligation in this agreement [redacted].

19.8. No failure or delay by any party to exercise any right, [redacted].

19.9. The parties agree that [redacted].

19.10. Any communication to be served on either of the parties [redacted].

It shall be deemed to have been delivered:

[redacted];

[redacted] 72 [redacted];

[redacted] 24 [redacted]. [redacted], [redacted].

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19.11. [redacted], [redacted].

19.12. [redacted], [redacted], [redacted].

19.13. [redacted], [redacted].

19.14. [redacted].

19.15. [redacted].

19.16. [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.

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

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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]-[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], [redacted].

1.6. [[redacted]].

2 [redacted].

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

3 [redacted]

3.1. [redacted].

3.2. [redacted].

4 Retention period

4.1. [redacted], [redacted], [redacted], [redacted]:

4.1.1. for accounting and taxation purposes;

4.1.2. [redacted];

4.1.3. [redacted];

4.2. [redacted], [redacted].

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Schedule 2: Press Release

[Press announcement]

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Explanatory notes

Corporate HR consultancy agreement

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 true 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. [redacted]. [redacted].

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 [redacted]. [redacted]:

- entering short details of the assignment into this very document. Do this only if the specification is less than, [redacted], 200 [redacted]. [redacted]
- 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 [redacted].
- writing the specification into this document as a schedule - as long as you like and [redacted].
- attaching the specification to this agreement and cross referencing so as to make clear that the two [redacted].

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

- 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 [redacted]. [redacted]:
- assessing a factual situation and giving an opinion;
- making recommendations;

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- solving specific identified problems;

and does the work involve:

- attending court as an expert witness;
- attending meetings with any authority to support your [redacted];
- 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 doing so you will reduce the risk of dispute [redacted].

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, [redacted], [redacted].

You should first decide on the contents of the document, then return to check what definitions are needed and whether they really [redacted].

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 [redacted], [redacted]:

"The work described and agreed this document will be regulated by the terms of an agreement between the parties [redacted] [[redacted]]."

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

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 [redacted]. [redacted].

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3. Entire agreement

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

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. [redacted] .

5. Consultant's status

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

If the consultant’s staff works in the client's premises they must avoid creating problems by transgressing the rules and policies of the client. Note that one of the tests of employment [redacted] - [redacted] .

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 [redacted] .

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

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. [redacted]

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

We have provided for payment for work [redacted], [redacted].

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

8. Work management procedure

Specify all requirements. [redacted].

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 [redacted]. [redacted], [redacted], [redacted], [redacted], [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 specification, [redacted]. [redacted], [redacted], [redacted], [redacted], [redacted], [redacted].

10. Use of sub-contractors

Consider this paragraph carefully. A client may well assume that the assignment will be carried out by one particular person or team. That may not be what you intend. Even if some person is designated to lead [redacted], [redacted]

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[redacted]

11. Confidentiality

This paragraph is strong. The weight of responsibility on the consultant is great. To reduce [redacted] 1 .

12. Intellectual property

Few business managers appreciate just how much IP is owned [redacted] , [redacted] , [redacted] .

The question of who owns what intellectual property rights is one for detailed discussion [redacted] .

If an outcome of the assignment is the [redacted] , [redacted] .

13. Limitation of liability

Reduces the chance of a successful [redacted] .

Some of these provisions may be void against a European client. Some [redacted] , [redacted] .

The law is complicated and much depends [redacted] .

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You will see that we have also included in the provision for [redacted].

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

14. Duration and termination

We suggest you edit as minimally required.

It is after termination that conflicts [redacted].

15. Assignment of this agreement

A standard [redacted].

16. Mutual indemnity

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

17. Uncontrollable events

Often referred to as “force majeure”. We advise [redacted].

18. Publicity / Announcements

This may [redacted].

19. Miscellaneous matters

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

Schedule 1: Data Protection Act 2018 Compliance

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

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

It should not be necessary to incorporate provision for [redacted] 11 .

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

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

End of notes

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