

IN-SGAcsl14

## **Subcontractor consulting agreement**

This agreement is dated [date] :

Super Consultants Limited, a company incorporated in the Republic of India [under company registration [number] and ] (“ ”);

And Jane Doe, of [address] (“ ”)

## Background

1. The business of the Company is of consultancy to .
2. Ms Doe is a former employee of the Company. She is an expert in environmental assessments for the oil and gas industry. Ms Doe acknowledges that she is not contractually able
3. During the employment of Ms Doe by the Company she worked on contracts for, inter , (“ ”)
4. By a contract dated [date] and made between the Company and Big Oil, the Company is permitted to appoint certain people -
5. Big Oil now wishes to enter into a contract with the Company
6. The Company has now agreed to use the services of Ms Doe and she has agreed to offer her services as an environmental consultant in the capacity

**The terms of this Agreement are:**

## 1. Definitions

"Assignment" means the work to be undertaken by Ms Doe under the terms of this agreement which is fully described as to terms and scope in [the schedule to this agreement / a [ ] .]

"Big Oil" means Big Oil plc, the client of the Company for

the work to be done

“Big Oil Contract”

means an extracted part of a contract dated [date] and made between the Company and Big Oil whereby the Company agreed, among other things,

“Confidential Information”

means all information about Big Oil and

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

"Intellectual Property"

means intellectual property owned by either the

Company or Big Oil, 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, designs,  
 , ,  
 , , - ,  
 ,

“Know-how” means scientific or technical information, and other procedures and ways of working and organising which are

“New IP” means any Intellectual Property:  
 written, discovered or arising from an Assignment or from ;  
 including not only new developments but also improvements to and ;  
 whether or not created by Ms Doe;  
 whether after specific consideration or by accident;  
 even if created by Ms Doe outside of

**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. The headings to the paragraphs to this agreement are inserted for convenience
- 2.4. Any agreement by any party not to do or omit to do something includes an obligation not to allow some
- 2.5. A reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information,
- 2.6. The words “without limitation” shall be deemed to follow any use of the words “ ” “ ”
- 2.7. A reference to an act or regulation includes new law of substantially the same
- 2.8. In any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified , [ [ 000 ] ].
- 2.9. All money sums mentioned in this agreement are calculated [net / inclusive] of GST,
- 2.10. 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. Ms Doe shall complete the Assignment for the Fee, subject to the terms of this agreement and to
- 3.2. This agreement contains the entire agreement between the parties and supersedes all
- 3.3. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty, information

- 3.4. If the act or omission of any person would be actionable by the Company 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
- 3.5. Conditions, warranties or other terms implied by statute or common law in any country, are excluded
- 3.6. As an exception to the last previous sub paragraphs, the parties do rely  
:  
*[Enter list of other docs and dates ]*
- 3.7. 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
- 3.8. If the Company offers and Ms Doe agrees to take on new work after today, that work shall be an Assignment,

## **4. Warranties for authority**

- 4.1. Each of the parties warrants that it has power to enter into this agreement, has obtained all necessary approvals to do so, and
- 4.2. Ms Doe warrants and undertakes that she is not aware of anything within her reasonable control which might or will
- 4.3. The Company 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. Conflicts of interest**

- 5.1. Ms Doe confirms that:

5.1.1 she is not under any pre-

;

5.1.2 she does not now perform or intend to perform, during the term of this agreement, consulting or other services for,

,

.

,

.

5.1.3 her performance of the Assignment will

;

5.1.4 she has the right to disclose and/or use all

,

,

,

;

5.1.5 she has not granted and will not grant

.

5.2. Despite the foregoing confirmation, Ms Doe agrees that she will not incorporate into any process,

,

,

,

.

## 6. Ms Doe's status

6.1. Ms Doe is not an agent of

;

6.2. Ms Doe shall alone be responsible for:

6.2.1 payment of all taxes due on

,

;

6.2.2 payment of all taxes applicable

;

6.2.3 compliance with all applicable labour and employment requirements with respect to Ms Doe's self-employment, sole

6.3. Ms Doe agrees to indemnify the Company against any cost or liability,

## 7. Representative liaison

7.1. With effect from today Ms Doe and a

:

7.1.1 organising monthly meetings

;

7.1.2 providing all information and documentation

7.2. Each month Ms Doe will prepare a progress report on the

[ ]

## 8. Work management procedure

In working on the Assignment and

,

:

8.1. the Detailed Specification;

8.2. all relevant commonly accepted ,

;



8.3. [other compliances and standards . . .]

## 9. Ms Doe's obligations

9.1. Ms Doe agrees to provide

9.2. Each Assignment will be completed

9.3. Ms Doe agrees that whilst engaged in  
[ / ],  
:

9.3.1 all laws and regulations relating to work;

9.3.2 the specific regulations [ / ].

## 10. Ms Doe's fees and expenses

10.1. Ms Doe shall at all times maintain accurate and up-to-date records of  
the time ,

15 -

10.2. The Company will pay Ms Doe at the rate of [ 000 ]  
[ 000 ] .

10.3. After the end of each month Ms Doe will send an

10.4. Each invoice submitted to the Company for

10.5. The invoice shall include whatever reasonable expenses Ms Doe has  
incurred [ ] [ ]  
].

OR

10.6. Ms Doe will personally bear

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

10.8. Ms Doe shall be entitled after 28 days notice to the Company and not  
12

10.9. Banking charges by the receiving bank on payments to Ms Doe

10.10. Any details given by the Company

## 11. Ms Doe's other work

Ms Doe will not

:

11.1. The other work is

11.2. The other work is such that Ms

## 12. No competition

12.1. In this paragraph, "Termination Date" means the date three

12.2. Ms Doe agrees that she will not within three years of completion of this assignment in any way, and neither for herself nor for any other

, , , ,

[ ]

12.3. Ms Doe agrees that she will not within [two] years of completion of this assignment, neither

, , , ,

12.4. Ms Doe agrees that he will not within [two] years of completion of this assignment, in any way

, ,

12.5. Ms Doe agrees that the provisions

### 13. Confidentiality

13.1. Ms Doe is aware that in the course of the performance of the Assignment she

, , :  
, :

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

)

;

13.1.2 not use the Confidential Information in any way for itself

,

;

13.1.3 not store, copy, or use the Confidential

[ . . . . ]

13.1.4 keep all records of

;

13.1.5 keep all records only at the address

(

);

13.1.6 use her best endeavours to keep confidential (

)

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

13.2. Ms Doe agrees that during her engagement with Big Oil, she, she will not

13.3. Ms Doe now accepts a duty of care and a duty to comply with the terms of any agreement

13.4. Ms Doe agrees that before it permits any employee or contractor or other person to

## 14. Intellectual Property

Ms Doe acknowledges that the Intellectual Property belongs

14.1. watch out for any infringement of the

14.2. take such reasonable action as the Company

14.3. not use any name or mark

14.4. on the expiry or termination of this

14.5. not use [\[the Trade Name\]](#)

Ms Doe's obligations set

## 15. Records, inventions and New IP

15.1. In the course of work

15.2. Ms Doe will keep full records in appropriate media, of New

15.3. For the sake of good order, Ms Doe hereby assigns

15.4. Ms Doe agrees that all works of authorship arising in any

]

15.5. Ms Doe undertakes to do whatever is necessary from time to time to vest legal ownership of New IP in the Company or as the Company

15.6. If the Company requires a signature from Ms Doe or action by Ms Doe in connection with New IP, and is unable to secure that signature or

## 16. Duration and termination

16.1. This agreement shall continue until terminated:

16.1.1

;

16.1.2

[ 28 ]

;

16.1.3

[ 28 ]

;

16.1.4

[ 30 ]

;

16.1.5

/

(

);

16.1.6

;

16.1.7

[ ]

16.2.

16.3.

,

, [

].

## 17. Assignment of this agreement

, , - , ,

, :

17.1.

,

17.2.

## 18. Mutual indemnities

18.1.

,  
:  
18.1.1 , ;

18.1.2

18.1.3

18.1.4

18.2.

[ 000 ]

18.3.

, ,  
:  
18.3.1 , , ;  
18.3.2 ;

18.4.

(  
) ,  
, , ,



## 19. Uncontrollable events

19.1.

[ ]

AND/OR

19.2.

, [ ]

OR

19.3.

[ ]

[7]

19.4.

19.5.

[...]

];

19.6.

;

19.7.

## 20. Publicity / Announcements

20.1.

OR

20.2. Neither party shall:

20.2.1 make any public announcement; or

20.2.2 disclose any information; or

20.2.3

20.3.

OR

20.4.

[ 1 ],

## 21. Miscellaneous matters

21.1.

21.2.

21.3.

21.4.

21.5.

21.6.

21.7.

21.8.

21.9.

21.10.

21.11.

It shall be deemed to have been delivered:

;

72 ;

24 ;

- : 24

-

. [

-

]

21.12.

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21.13.

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21.14.

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21.15.

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21.16.

.

21.17.

,

**Signed by Jane Doe**

**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.

# Explanatory Notes

## Subcontractor consulting agreement

### General notes

#### 7. 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.

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 words.
- 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

### Paragraph Specific notes

Notes following the numbered paragraphs

#### 1. Definitions

You may wish to use a word like “project” instead of “assignment”. You may refer differently to your detailed specification,

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

## **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 been carefully considered in the context of this agreement and has been included for

## **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, let them be listed here, so that both parties know the basis of the

The cunning provision at 3.4 makes the consultant liable for actions of his staff outside their employment, for example if they do something unlawful, or use a

## **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. If you are dealing with an individual, you may be

## **5. Conflicts of interest**

Good protection for you. Leave in place. It is drawn primarily to protect you from a claim by a third party that you are unknowingly in breach or their copyright or patent, or whatever. It will

**6. Ms Doe's status**

Sets up the self employed status of an individual and covers you against unforeseen

**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 for

**8. Work management procedure**

Simple, basic provisions.

**9. Ms Doe's obligations**

If the consultant's staffs work in your premises they

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

**10. Ms Doe's fees and expenses**

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

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

We have provided for payment for work

**11. Ms Doe's other work**

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

## 12. No competition

Basic provisions to prevent competition (similar to what you might find in a director's service contract). Leave the last

## 13. Confidentiality

This paragraph is

We have included this paragraph because a business has

## 14. Intellectual Property

It is unlikely that you will have dispute about

## 15. New Intellectual Property

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

1 ,

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,

”

1976 ,



“ ”

**16. Duration and termination**

We have provided alternatives. Edit

**17. Assignment of this agreement**

Consider carefully and edit as you require.

**18. Mutual indemnities**

Although we describe this “ ”,

**19. Uncontrollable events**

Used to be referred to as “force majeure”.

**20. Publicity / Announcements**

This may

**21. Miscellaneous matters**

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

**End of notes**