

NZ-SGAcsl12

IT consultancy contract: client version

This agreement is dated [date] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ :

and

Background:

Accordingly, it is now agreed as follows:

1. Definitions

A horizontal row of eleven solid black squares of equal size, followed by a black semicolon at the end.

information created or arising from this agreement;

“Detailed Specification” means a specification of work to be performed.

“New IP” means any Intellectual Property:

whether or not created by the Consultant:

whether after specific consideration or by accident:

even if created by the Consultant outside of the paid [REDACTED]

2. Interpretation

In this agreement unless the context otherwise requires:

3. Entire agreement

- 1.1. The Consultant shall complete the Assignment.
 - 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, he does not rely on any representation, warranty, information [REDACTED].
 - 3.3 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 [REDACTED].
 - 3.4 Conditions, warranties or other terms implied by statute or common law in any country, are excluded [REDACTED].
 - 3.5 As an exception to the last previous sub paragraphs, the parties do rely [REDACTED] :
[Enter list of other docs and dates [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 Company offers and the Consultant agrees to take on new work after today, that work shall be an Assignment, [REDACTED].

4. Warranties for authority

5. Conflicts of interest

6. Consultant's status

7. Representative liaison

8. Work management procedure

9. Consultant's obligations

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]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] 15 - [REDACTED]
[REDACTED].
- 10.2 The Company will pay the Consultant at the rate of \$ [000] [REDACTED]
[REDACTED]
[REDACTED] \$ [000] [REDACTED].
- 10.3 After the end of each month the Consultant will send an [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 10.4 Each invoice submitted to the Company for [REDACTED]
[REDACTED]
[REDACTED].
- 10.5 The invoice shall include whatever reasonable expenses the Consultant has incurred [REDACTED] [REDACTED]
[REDACTED] [REDACTED].

OR

- 10.6 The Consultant will personally bear [REDACTED]
[REDACTED].
- 10.7 Payment of the sum specified in the [REDACTED]
[REDACTED] [14] [REDACTED]
[REDACTED].
- 10.8 The Consultant shall be entitled after [28] days notice to the Company and [REDACTED] 12 [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 10.9 Banking charges by the receiving bank on payments to the Consultant will [REDACTED]
[REDACTED]
[REDACTED].

11. Use of sub-contractors

OR

11.5 the Consultant agrees to indemnify the Company against any [REDACTED]

OR

OR

11.7 So far as work under this [redacted] - [redacted] [redacted]
[redacted], [redacted] [redacted] [redacted] [redacted] [redacted] [redacted] [redacted].

OR

11.8 The Consultant shall not sub- [REDACTED]

12. Consultant's other work

13. No competition

14. Confidentiality

-
- 14.3 The Consultant agrees that during its engagement with the Company, it will not use, , ,
..... , ,
..... .
- 14.4 The Consultant now accepts a duty of care and a duty to comply with the terms of any agreement
.....
.....
.....
..... .
- 14.5 The Consultant agrees that before it permits any employee or contractor or other person to /
..... ,
..... .

15. Intellectual Property

- 15.1 The Consultant acknowledges that
..... :
- 15.2 watch out for any infringement of the Intellectual
.....
..... .
- 15.3 take such reasonable action as the Company
.....
..... ;
- 15.4 not use any name or mark
.....
..... ;
- 15.5 on the expiry or termination of this
.....
..... ;
- 15.6 not use [the Trade Name]
..... [.....]

16. New Intellectual Property

17. Duration and termination

17.1 This agreement shall continue until terminated:

17.1.1 [REDACTED]
[REDACTED]; [REDACTED]

17.1.2 [REDACTED] [28] [REDACTED]
[REDACTED]; [REDACTED]

17.1.3 [REDACTED]
[REDACTED] [28] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]; [REDACTED]

17.1.4 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [30] [REDACTED]
[REDACTED]; [REDACTED]

17.1.5 [REDACTED] / [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]
[REDACTED]);

17.1.6 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]; [REDACTED]

17.1.7 [REDACTED]
[REDACTED]
[REDACTED].

17.2 [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

18. Data protection

1993
■ (■ , ■)
■ , ■ / ■
■ . ■
■ , ■ , ■

19. Assignment of this agreement

20. Mutual indemnities

21. Uncontrollable events

21.1 [] , ,

AND/OR

21.2 [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

OR

21.3 [REDACTED]
[REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED], [REDACTED].

21.4 [REDACTED]
[REDACTED].

21.5 [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED];

21.6 [REDACTED]
[REDACTED];

21.7 [REDACTED]
[REDACTED]
[REDACTED].

22. Publicity / Announcements

22.1 [REDACTED]
[REDACTED]
[REDACTED]
.

OR

22.2 Neither party shall:

22.2.1 make any public announcement; or

22.2.2 disclose any information; or

22.2.3 [REDACTED], [REDACTED]
[REDACTED];

.....

OR

22.4 [1],

23. Miscellaneous matters

23.7 [REDACTED]

23.8 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

23.9 [REDACTED]
[REDACTED].

23.10 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] - [REDACTED] : [REDACTED] 24 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] . [REDACTED]
[REDACTED] - [REDACTED] . [REDACTED],
[REDACTED]
[REDACTED].

23.11 [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

23.12 [REDACTED]
[REDACTED].

23.13 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

23.14 [REDACTED]

23.15 [REDACTED]

23.16 [REDACTED], [REDACTED]
[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.

Explanatory Notes

IT consultancy contract: client version

General notes

1. 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 ■ ■

Paragraph specific notes

Notes following the numbered paragraphs

1. Definitions

2. Interpretation

3. Entire agreement

4. Warranties for authority

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 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED], [REDACTED]

[REDACTED]

6. Consultant's status

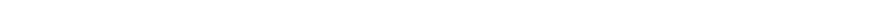
Sets up the self employed status of an individual and covers you against

7. Representative liaison

8. Work management procedure

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. ■



10. Consultant's fees and expenses

agreed. This might be because, as we have seen, the

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

payment. It is important that EQUITY is used to pay the workers.

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 ██████████. ██████████, ██████████
██████████. ██████████
██████████.

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 ██████████
██████████. ██████████
██████████, ██████████.

14. Confidentiality

This paragraph is ██████████.
██████████.

We have included this paragraph because a business has ██████████
██████████
██████████.
██████████.

15. Intellectual Property

It is unlikely that you will have dispute about ██████████.
██████████
██████████, ██████████.
██████████.

16. 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, ██████████
██████████
██████████. “██████████” ██████████

17. Duration and termination

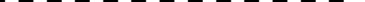
18. Data protection

Covers a legal [REDACTED]

19. Assignment of this agreement

Consider carefully and edit as you require.

20. Mutual indemnities

Although we describe this as “”, 
, .

21. Uncontrollable events

22. Publicity / Announcements

23. Miscellaneous matters

End of notes