

NZ-SGAcsl15

## **Inter group company consulting agreement**

This agreement is dated [date] :

[ABC] Limited, a company incorporated in New Zealand [under company registration number] and whose [ ] (“ ”);

and

[AMD] Consultants Ltd, a company incorporated in New Zealand [under company registration number] and [ ] (“ ”).

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 the first of which is fully described as to terms and scope in [the schedule to this agreement / [ ] .]

“Confidential Information” means all information about the Client, 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 Client

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

"Intellectual Property"	means intellectual property owned by us, 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, copyrights,
"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 the activity ;  including not only new developments but also improvements to and ;  whether or not created by the Consultant.

## 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 an act, regulation or standard includes new law or standard of
- 2.6. all money sums mentioned in this agreement are calculated [net / inclusive] of GST,

### **3. Entire agreement**

- 3.1. The Consultant shall complete the Assignment.
- 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. Conditions, warranties or other terms implied by statute or common law in any country, are excluded
- 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. If the Client offers and the Consultant 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 [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. 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  
;
  - 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
  - 5.1.3 it has not granted and will not grant
- 5.2. Despite the foregoing confirmation, the Consultant agrees that it will not incorporate into any process,

## 6. Consultant's obligations

- 6.1. The Consultant agrees to provide
- 6.2. Each Assignment will be completed
- 6.3. The Consultant agrees that whilst engaged
  - 6.3.1 all laws and regulations relating to work;
  - 6.3.2 the specific regulations and policies of the Client.
- 6.4. The Consultant and the Client agree to work together on a basis of trust, good faith
- 6.5. The Consultant will guard against errors and omissions in
- 6.6. Acceptance of the services will not relieve the Consultant of the responsibility

## 7. Consultant's fees and expenses

- 7.1. The Consultant shall at all times maintain accurate and up-to-date records of the time

15 -

- 7.2. The Client will pay the Consultant at the rate of \$ [ 000 ]

\$ [ 000 ]

7.3. After the end of each month the Consultant will send an

7.4. Each invoice submitted to the Client for

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

OR

7.6. The Consultant will personally bear

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

7.8. The Consultant shall be entitled after [28] days notice to the Client and  
[ 12 ]  
[ ]

7.9. Banking charges by the receiving bank on payments to the Consultant  
will

7.10. Any details given by the Client

## 8. Keeping records

8.1. Between now and a date three years from expiry of this agreement, the

- 8.2. The records shall
- 8.3. The Client may examine the records during business
- 8.4. If so requested by the
- 8.5. These records shall be kept at the Parties' principal place of business,

## 9. Use of sub-contractors

If the Consultant wishes to perform any or

9.1. the Consultant must first obtain the

OR

9.2. the Consultant must first obtain the written consent

9.3. the Consultant

9.4. the Consultant agrees to indemnify the Client against any

OR

9.5. [this contract / ]  
[ ]

OR



9.6. so far as work under this [ ].

OR

9.7. the Consultant shall not sub-

## 10. Confidentiality

10.1. The Consultant is aware that in the course of the performance of the Assignment he will

;

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

)

;

10.1.2 not use the Confidential Information in any way for itself

,

;

10.1.3 not store, copy, or use the Confidential

[ ... ]

10.1.4 keep all records of

;

10.1.5 keep all records only at the address (

)

);

10.1.6 use its best endeavours to keep confidential (

)

.

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

## 11. Records, inventions and New IP

11.1. In the course of work

11.2. The Consultant will keep full records in appropriate media, of New

11.3. For the sake of good order, the

11.4. The Consultant agrees that all works of authorship arising

11.5. The Consultant undertakes to do whatever is necessary from time to time to vest legal ownership of New IP in the Client. This

## 12. Duration and termination

12.1. This agreement shall continue until terminated:

12.1.1

;

12.1.2

[ 28 ]

;

12.1.3

[ 28 ]

12.1.4

;

[ 30 ]

;

12.1.5

/

(

);

12.2.

,

12.3.

,

, [

.]

### 13. Assignment of this agreement

, , - , ,

, :

13.1.

,

13.2.

## 14. Mutual indemnities

14.1.

,  
, :  
14.1.1 , ;  
,

14.1.2

14.1.3

14.1.4

14.2.

.00] \$ [ 200

14.3.

, ,  
:  
14.3.1 , , ;

14.3.2

14.4.

( ) ,

## 15. Uncontrollable events

15.1.

[ ]

AND/OR

15.2.

, [ ]

OR

15.3.

[ ]

[7]

15.4.

15.5.

[...]

];

15.6.

;

15.7.

## 16. Miscellaneous matters

16.1.

16.2.

16.3.

16.4.

16.5.

16.6.

16.7.

16.8.

16.9.

It shall be deemed to have been delivered:

;

72 ;

- : 24

- . [

- . ,

]

16.10.

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16.11.

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16.12.

,

16.13.

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16.14.

,

.

**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.



# Explanatory Notes

## Inter group company consulting agreement

### General notes

#### 1. 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 [ ]."

#### 2. 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 , 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

## 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

### 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,

The cunning provision at 3.4 makes the consultant liable for actions of his staff outside their employment,

### 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. 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 of their copyright or patent, or whatever. It will

## 6. **Consultant's obligations**

If the consultant's staff work in your premises they must avoid creating problems by transgressing your rules and

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

## 7. **Consultant'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 the agreement identifies a precise procedure and point in time when a final invoice may be sent.

We have provided for payment for work

## 8. **Keeping records**

No comments

## 9. **Use of sub-contractors**

Choices for you to edit as you decide.

## 10. **Confidentiality**

This paragraph is

We have included this paragraph because a business has

## 11. Records, inventions and New IP

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,

“ ”

## 12. Duration and termination

We have provided alternatives. Edit

It is after termination that conflicts tend to arise.

## 13. Assignment of this agreement

Consider carefully and edit as you require.

## 14. Mutual indemnities

Although we describe this as “ ”,

**15. Uncontrollable events**

Used to be referred to as “ ”.

**16. Miscellaneous matters**

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

**End of notes**