IT consultancy contract: client version

This a	greement is dated [date] ■	:
	ation [number] and] whose •	ated in England and Wales [under company
and		
compa		incorporated in England and Wales [under
Backg	round:	
for sma	•	
Accord	dingly, it is now agreed as	s 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 / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	"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 $\blacksquare \blacksquare \blacksquare$, \blacksquare

	, , , , , , , , , , , , , , , , , , ,
	information about the Intellectual Property and all aspects of •••••••••••••••••••••••••••••••••••
	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
'Detailed Specification"	means a specification of work to be $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
'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,
'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 after specific consideration or by accident;

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 reference to that person's successors, legal representatives, permitted assigns and any person to whom rights and obligations are transferred or pass as a • • • • • • • • • • • • • • • •
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 or regulation includes new law of substantially the same
2.6.	in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of •••••••••••••••••••••••••••••••••••
2.7.	all money sums mentioned in this agreement are calculated [net / inclusive] of VAT,
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

3. Entire agreement

3.1.	The Consultant shall complete the Assignment for the fees I I I I I I I I I I I I I I I I I I
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, it does not rely on any representation, warranty, information
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
3.5.	Conditions, warranties or other terms implied by statute or common law in any country are excluded from
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
3.7.	If the Client offers and the Consultant agrees to take on new work after today, that work shall be an Assignment,
Waı	ranties for authority
4.1.	Each party 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.	circum	ient warrants that it is not insolvent and knows of no stance which would entitle any creditor to appoint a receiver or ion for
Con	flicts	of interest
5.1.	The Co	onsultant 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	its performance of the Assignment will not breach any
	5.1.5	its performance of the Assignment will not breach any agreement to keep in \blacksquare
	5.1.4	it has the right to disclose and/or use all ideas, processes, techniques and other intellectual property which it now intends
		;
	5.1.5	it has not granted and will not grant any right or licence to any intellectual property or technology
5.2.	not inc	e the foregoing confirmation, the Consultant agrees that it will orporate into any process, system or software provided to the n performance of the Assignment, any physical or

6. Consultant's status

6.1.	Consu	Iltant is not an agent of the Client and does not have authority to
6.2.	The C	onsultant shall alone be responsible for:
	6.2.1	payment of all taxes due on its own compensation except sales taxes, charged • • • • • • • • • • • • • • • • • • •
	6.2.2	payment of all taxes applicable to payments made to its partners,
	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
6.3.	liability goverr	onsultant agrees to indemnify the Client against any cost or v, claim or penalty arising from a demand made by any nmental revenue collecting authority
		■■■.
Rep	reser	ntative liaison
7.1.		ffect from today, the Consultant and the Client will each ate a representative who will be authorised to make
	7.1.1	organising monthly meetings at which they will review ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.1.2	providing all information and documentation reasonably required by the other of them ••••••••••••••••••••••••••••••••••••
7.2.		month the Consultant will prepare a progress report on the ess of the work on the Assignment and will deliver it to ■ ■ ■ ■

	.
8. Wor	k management procedure
8.1.	The Client will provide for the exclusive use of the Consultant, the following \blacksquare
List fa	acilities, or delete
8.2.	In working on the Assignment and in provision or delivery of any outcome,
	8.2.1 the Detailed Specification;
	8.2.2 all relevant commonly accepted standards, including those of
	8.2.3 [other compliances and standards].
9. Con	sultant's obligations
9.1.	The Consultant agrees to provide staff of an appropriate level of skill
9.2.	Each Assignment will be
9.3.	The Consultant agrees that whilst engaged
	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 he will process personal data as required by the Act,
	9.3.1 all laws and regulations relating to work; 9.3.2 the specific regulations of the Client. The Consultant agrees that he will process personal data as reby the Act,

10. Consultant's fees and expenses

10.1.	The Consultant shall at all times maintain accurate and up-to-date records of the time
	• • • • • • • • • • • • • • • • • • •
10.2.	The Client will pay the Consultant at the rate of £ [000] \blacksquare
10.3.	After the end of each month, the Consultant will send an
10.4.	Each invoice submitted to the Client for
10.5.	The invoice shall include whatever reasonable expenses the Consultant has incurred
OR	
10.6.	The Consultant will personally bear • • • • • • • • • • • • • • • • • • •
10.7.	Payment of the sum specified in the •••••••••••••••••••••••••••••••••••
10.8.	The Consultant shall be entitled after [28] days notice to the Client and not
10.9.	Banking charges by the receiving bank on payments to the Consultant

	••••
Use	of sub-contractors
If the	Consultant wishes to perform any or
•••	
11.1.	the Consultant must first obtain the
OR	
11.2.	the Consultant must first obtain the written consent • • • • • • • • • • • • • • • • • • •
11.3.	the Consultant
11.4.	the Consultant agrees to indemnify the Client against any
OR	
11.5.	[This contract / • • • • • •] • • • • • • • • • • • •
OR	
11.6.	So far as work under this ••••••••••••••••••••••••••••••••••••
OR	
11.7.	The Consultant shall not sub-
	If the

10.10. Any details given by the Client

1

12. Consultant's other work

onsultant will not • • • • • • • • • • • • • • • • • • •
The other work is = = = = = = = = = = = = = = = = = =
The other work is such that the
competition
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
The Consultant agrees that it will not within [two years] of the termination date neither for the,,,,,,,
••••••••••••
The Consultant agrees that it will not within [two years] of the termination date by any means and neither • • • • • • • • • • • • • • • • • • •
The Consultant agrees that the provisions

14. Confidentiality

14.1.	Assignr	nsultant is aware that in the course of the performance of the ment it will
		except as provided in this agreement, not divulge to any person • • • , • • • • • • • • • • • • • • •
	14.1.2	not use the Confidential Information in any way for itself
	14.1.3	not store, copy, or use the Confidential
	14.1.4	keep all records of •••••;
	14.1.5	keep all records only at the address • • • • • • • • • • • • • • • • • •
	14.1.6	use its best endeavours to keep confidential (
	14.1.7	make all relevant employees agents and sub-contractors aware of the confidentiality of
14.2.	[twelve]	nsultant now undertakes to the Client that for the period of months following completion

		•••••••••••••••••••••••••••••••••••••••
	14.3.	The Consultant agrees that during its engagement with the Client, 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.	Inte	llectual Property
15.		Ilectual Property Consultant acknowledges that
15.	The C	
15.	The C ■ ■ ■ 15.1.	Consultant acknowledges that • • • • • • • • • • • • • • • • • • •
15.	The C 15.1.	Consultant acknowledges that watch out for any infringement of the Intellectual take such reasonable action as the Client
15.	The C 15.1. 15.2.	Consultant acknowledges that watch out for any infringement of the Intellectual take such reasonable action as the Client not use any name or mark

The C	onsultant's obligations set • • • • • • • • • • • • • • • • • • •
New	Intellectual Property
16.1.	In the course of work
16.2.	The Consultant will keep full records in appropriate media, including New
16.3.	For the sake of good order, the
16.4.	The Consultant agrees that all works of authorship arising
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
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

17. Duration and termination

17.1.	This ag	reement shall continue until terminated:
	17.1.1	by completion of ••••••••••••••••••••••••••••••••••
	17.1.2	by one party giving [28] • • • • • • • • • • • • • • • • • •
	17.1.3	immediately by the Consultant if the Client fails to pay any ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	17.1.4	immediately by either party if the other commits any material breach of any term
		[30]
	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
	17.1.6	immediately if the Consultant is or becomes incompetent ■ ■
		;
	17.1.7	the Consultant refuses to carry
17.2.	After te	rmination of this agreement for whatever reason,

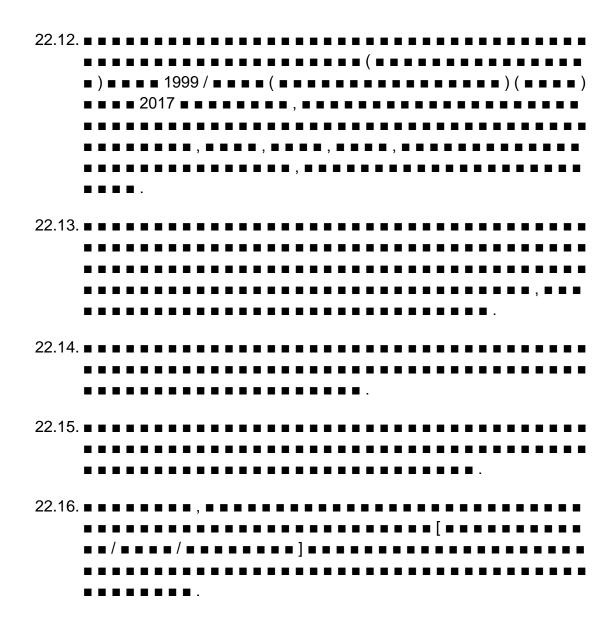
	17.3.	Without regard to the reason why this agreement ends, the Client
18.	Ass	ignment of this agreement
	18.1.	Neither party may assign, delegate, sub-contract, mortgage, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	18.2.	a party may assign and transfer all its rights and obligations under this agreement to
19.	Mut	ual indemnities
	19.1.	Each party agrees to indemnify
		19.1.1 its failure • • • • • • • • • • • • • • • • • • •
		■■■■;
		19.1.2 its breach of this agreement; 19.1.3 any act, neglect or •••••••••••••••••••••••••••••••••••

20. Uncontrollable events

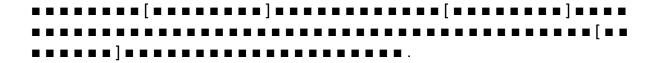
20.1.	If either party cannot perform this agreement for any reason beyond its reasonable control • • • • • • • • • • • • • • • • • • •
AND/	OR
20.2.	Neither party shall be liable for any failure or delay in
OR	
20.3.	If any uncontrollable event delays or prevents the performance of the obligations of either party for a continuous •••••••••••••••••••••••••••••••••••
20.4.	A termination notice is ***********************************
20.5.	If the agreement is terminated, all money • • • • • • • • • • • • • • • • • • •
	••••];
20.6.	Costs arising from the;
20.7.	The party claiming the uncontrollable • • • • • • • • • • • • • • • • • • •
	•••.
Pub	licity / Announcements
	No public or press announcement shall be made
21.1.	
OR	

21.2.	Neitner party snail:
	21.2.1 make any public announcement; or
	21.2.2 disclose any information; or
	21.2.3 allow expressly or •••••, •••••••
	about this agreement without
21.3.	By way of exception to the last previous sub paragraph,
	•••••
OR	
21.4.	The parties agree to the issue of \blacksquare
Misc	cellaneous matters
22.1.	The Consultant undertakes to provide to the
22.2.	No amendment or variation to this agreement
22.3.	The parties acknowledge and agree that this
22.4.	So far as any time,
00 =	
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
22.5.	If any term or provision of this agreement is at any time held by any

22.6.	The rights and obligations of the
22 7	Any obligation in this agreement
22.8.	No failure or delay by any party to exercise any right,
22.9.	The parties agree that
22.10	
	It shall be deemed to have been delivered:
	••••72•••••;
	24
22 11	
 . 1 1,	



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.



Schedule 1 - Data Protection Act 2018 Compliance

Definitions 1. "Associate" "ICO" means the Information Commissioner's Office. "Data Protection Legislation" means all or any of: (a) the GDPR, (b) the applied GDPR, (c) the Act, (d) regulations made under the Act "the GDPR" **. (. . . .)** 2016 / 679 **. . .** _ _ _ _ _ _ _ _ _ _ _ 27 _ _ _ _ 2016 _ _ (. **----**). "the applied GDPR" 3 2

■ ■ ■ ■ ■ ■ (■ ■ ■ ■) 2016 / 680 ■ ■ ■

"Law Enforcement Directive"

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2. Data Protection

2.1.	•••					
2.2.						
					■■■.	
2.3.						
2.4.		 	 	 	 	

	3.	How the	Consultant	shall	process	data
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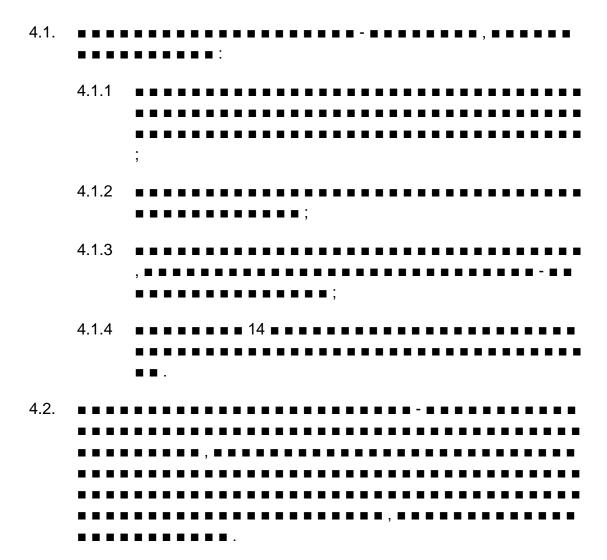
3.1.	
	;
3.2.	
3.3.	
	;
3.4.	
3.5.	
3.6.	,
3.7.	
	3.7.1
	,,,,,
	3.7.2
	:

	3.7.3	
	3.7.4	
	3.7.5	
3.8.	, ,	
	3.8.1	the pseudonymisation and encryption of personal data;
3.9.		

	3.9.2
	3.9.3
	3.9.4
3.10.	
3.11.	24)
3.12.	provide reasonable assistance to the Client in: 3.12.1
	3.12.2
	3.12.3
	3.12.4

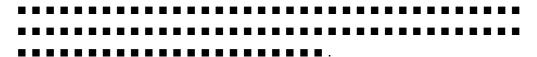
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3.12.6					•							
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							■ ;					
										 •		_
3.12.5			-									

4. Post termination



5. Warranty and acceptance of liability

5.1.	 		 	 	 	
	 	 ■ ■ , ■	 	 ■,■■	 	



5.2.

Appendix 1 to Schedule 1

Data Processing Activities

What the Consultant may process in each category

1	The C	consultant shall process this basic personal data
	1.1.	Name.
	1.2.	Address.
	1.3.	Email address.
	1.4.	Telephone number
	1.5.	
	1.6.	[• • • • • • • • • • • • • • • • • • •
2	•••	
	• • •	
3		
	3.1.	
	3.2.	
4	Reten	ntion period
	4.1.	
		4.1.1. for accounting and taxation purposes;
		4.1.2. ****** ;
		4.1.3.
	4.2.	

Schedule 2: Press release

[Press announcement]

Explanatory Notes

IT consultancy contract: client version

Paragraph specific notes

Note

1.

es	following the numbered paragraphs
	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
	••••••
	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really
	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 this document will be regulated by the terms of an agreement between the parties \blacksquare
	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

Entire agreement 3.

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 uses 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 better protected by making sure he has a sound indemnity insurance policy in place. If your loss

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 also draw out of your consultant anything he is doing or would like to do, in advance of signing.

6. Consultant's status

Sets up the self employed status of an individual and covers you against unforeseen tax liabilities or contravention of employment law.

If the consultant's staffs work in your premises they must avoid creating problems by transgressing your rules and policies. Note that one of the tests of employment or self-employment applied by the Inland Revenue is as to the place of work. Lengthy provisions

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

Work management procedure
Simple, basic provisions.
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 , , , , , , , , , , , , , , , , , ,
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
We have provided for payment for work • • • • • • • • • • • • • • • • • • •
Use of sub-contractors
Choices for you to edit as you decide.
Consultant's other work
Entirely a matter for your choice. Edit as you require. However, it is helpful if both sides are aware of
••••••
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

8.

9.

10.

11.

12.

13.

14.	Confidentiality
	This paragraph is very strong indeed. The I I I I I I I I I I I I I I I I I
	We have included this paragraph because a business has so many secrets which could easily be stolen that some ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** ** **
15.	Intellectual Property
	It is unlikely that you will have dispute about existing IP rights. Problems arise when some value is added
	•••••
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

	We have provided alternatives. Edit
18.	Assignment of this agreement
10.	Consider carefully and edit as you require.
19.	Mutual indemnities
	Although we describe this as " = = = ", = = = = = = = = = = = = = =
20.	Uncontrollable events
	Used to be referred to as "force majeure".
21.	Publicity / Announcements
	This may •••••••••••••••••••••••••••••••••••
22.	Miscellaneous matters
	A number of special points. We have identified each of these as
	Rights of Third Parties Act
Sched	dule: Data Protection Act 2018 Compliance
	These paragraphs have been drawn with the greatest of care to •••••••••••••••••••••••••••••••••••
	If the contractual arrangement (unusually) is such that the consultant is ■ ■ ■

It should not be necessary to incorporate provision for ■ ■ ■ ■ ■ ■ ■ ■	
14.	
No provisions in this section should be edited unless it	
	■.
The final section is a series of lists I S S S S S S S S S S S S S S S S S S	

End of notes