

UK-SGAcsl12

IT consultancy contract: client version

■■■■■■■■■■, ■■■■■■■■■■, ■■■■■■■■■■
■;

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 ■■■■■■■■■■
■■■■■■■■■■■.

"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 or not created by the Consultant;

3. Entire agreement

- [illegible]

4. Warranties for authority

- [illegible]

6. Consultant's status

- [illegible]

7. Representative liaison

- [illegible]

10. Consultant's fees and expenses

[illegible]

10.2. The Client will pay the Consultant at the rate of £ [000] ■■■■■■
 ■■■■■■
 ■■■■■■ £ [000] ■■■■■■.

10.3. After the end of each month, the Consultant will send an
.....
.....
.....

[illegible]

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

OR

[illegible]

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

10.8. The Consultant shall be entitled after [28] days notice to the Client and not [12] .

10.9. Banking charges by the receiving bank on payments to the Consultant

12. Consultant's other work

The Consultant will not
..... :

[illegible][illegible]

13. No competition

[illegible][illegible][illegible][illegible]

14. Confidentiality

[illegible]

14.1.1 except as provided in this agreement, not divulge to any person _____ (_____
_____) _____;
_____;

[illegible][illegible][illegible]

```
14.1.5 keep all records only at the address ■■■■■■■■■■(
      ■■■■■■■■■■
      ■■■■■■■■■■);
```

[illegible][illegible][illegible]

[illegible][illegible]

The Consultant acknowledges that
 :

[illegible][illegible]

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The Consultant's obligations set

16. 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 agreement shall continue until terminated:

[illegible][illegible][illegible][illegible]

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

[illegible][illegible][illegible]

20. Uncontrollable events

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

AND/OR

[illegible]

OR

[illegible]

20.4. A termination notice is - .

[illegible]

20.6. Costs arising from the
.....:

[illegible]

21. Publicity / Announcements

21.1. No public or press announcement shall be made ■■■■■
■■■■■
■■■■■

OR

21.2. Neither party shall:

21.2.1 make any public announcement; or

21.2.2 disclose any information; or

```
21.2.3 allow expressly or ■■■■■■■■, ■■■■■■■■■■■■■■■■■■■■  
    ■■■■■■■■■■■■■■■■■■■■;
```

[illegible][illegible]

OR

21.4. The parties agree to the issue of [REDACTED]
[REDACTED] [2], [REDACTED]
[REDACTED].

22. Miscellaneous matters

[illegible][illegible]

22.3. The parties acknowledge and agree that this ■■■■■■■■■■
 ■■■■■■■■■■
 ■■■■■■■■■■.

22.4. So far as any time,
.....

[illegible]

1. Definitions

"Associate"

"|CO"

“Data Protection Legislation”

“the GDPR”

“the applied GDPR”

“Law Enforcement Directive”

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5.2.

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Appendix 1 to Schedule 1

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


[illegible][illegible]

2

_____ , _____ , _____ ,

_____.

3

3.1.  .

3.2.

4 Retention period

[illegible]

4.1.1. for accounting and taxation purposes;

4.1.2.

4.1.3.

[illegible]

Schedule 2: Press release

[Press announcement]

Explanatory Notes

IT consultancy contract: client version

Paragraph specific notes

Notes following the numbered paragraphs

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, ■■■■■■
■■■.

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 ■■■■■■■■■■
■■■■■■■■■■.

[illegible]

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

2. Interpretation

[illegible]

3. Entire agreement

[illegible][illegible][illegible]

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

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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

It should not be necessary to incorporate provision for ■■■■■■■■■■
 ■■■■■■■■■■ . ■■■■■■■■■■
 ■■■■■■■■■■ 14 .

[illegible]