

UK-SGAcsI14

## **Subcontractor consulting agreement**

**This agreement is dated [date] and made between:**

Super Consultants Limited, a company incorporated in England and Wales [under  
company registration [number] and whose  
]] (“ ”);

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 , [ £ 200 ].
- 2.9. all money sums mentioned in this agreement [ / ] , .
- 2.10. this agreement is made only in the English language. If there is any , .

### 3. Entire agreement

- 3.1. Ms Doe shall complete the Assignment for the Fee, .
- 3.2. This agreement contains the entire .
- 3.3. Each party acknowledges that, in entering into this agreement, , , .
- 3.4. If the act or omission of any person would be actionable by the Company but for that act or

3.5. Conditions, warranties or other terms implied by

3.6. As an exception to the last

*[Enter list*

*]*

3.7. This agreement has been drawn with reference to a single Assignment. However, the parties

3.8. If the Company offers and Ms Doe agrees to take

## 4. Warranties for authority

4.1. Each of the parties warrants that it has power to enter into

4.2. Ms Doe warrants and undertakes that she is not

4.3. The Company warrants that it is not insolvent and knows of no

## 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. 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

, , , ,

[ ]

.

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

, , , ,

.

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

, ,

.

12.4. 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. [ ] [ ] [ ] .

## 15. Records, inventions and New IP

15.1. , .

15.2.

15.3.

15.4.

[ / ]

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15.5.

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,

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15.6.

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## 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.

,

.

17.3.

## 18. Mutual indemnities

18.1.

18.1.1

18.1.2

18.1.3

18.1.4

18.2.

£ [ 200

.00 ]

18.3.

18.3.1

18.3.2



18.4. ( , , , ( , ) 1999 , .

## 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.

1998

21.8.

21.9.

21.10.

21.11.

It shall be deemed to have been delivered:

;

72

24

-

- : 24

-

. [

-

]

21.12.

,

.

21.13.

(

) 1999

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21.14.

,

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21.15.

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21.16.

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21.17. , [ / / ] [ / / ].

Signed by Jane Doe

[ ] [ ] [ ] .

# Explanatory Notes

## Subcontractor consulting agreement

### General notes

#### 1. This agreement

This agreement has been drawn to protect you as far as possible. It follows that it is tough on your counter party. However, that is relative. If you are entering into a joint venture agreement you will not expect to put your future partner at a disadvantage. On the

It follows that the agreement will contain provisions which you regard as too strong. We have drawn it that way because it is very easy for you to assess our words and decide what you should delete. It would not be so easy

#### 2. What you should delete

How you want to use a document depends not only on your business philosophy but also on your commercial strength. You cannot bully a rich counter party into accepting the terms you want, nor can any of us prevent someone from issuing a claim in court. Because we give

We do not know who are your clients nor what their demands will be. We have given you a framework suitable for presentation to a client or customer. If you serve a small business clientele, you may wish to delete or “tone

100

This agreement is drawn in general terms without specific reference to any industry. We suggest that you should give careful thought to

We give thought to the question of who you are and we draw documents to support you. But we sometimes make provision for matters which your counter party will insist on. We are trying to make your life easy, not saddle you with arguments when you first start to negotiate. Other documents, particularly

A good rule to follow, is, for commercial provisions: "Do not delete if you do not understand the reason for inclusion", and for legal provisions: "Do not delete unless you understand the legal meaning and the reason for inclusion". In summary: "If in , "

### **3. It is your document**

There is a great psychological advantage in "presenting" the document for a deal. Your counter party may want additions, deletions and conditions, but he is still working on your document. It is rather like playing a new board game where the referee insists on the rules but you have the only rule book. It is very rare indeed for a counter party to say "Sorry, I do not ."

We also consider whether your counter party is here in your jurisdiction or in some other. Our documents are based on the law where you are. However, there are surprisingly few occasions where fundamental issues arise from an international element. ,

### **4. 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 [ ]."

### **5. 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  
:

- 5.1. entering short details of the assignment into this very document. Do this only if the specification is less than, , 200 .
- 5.2. 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 .
- 5.3. writing the specification into this document as a schedule - as long as you like and .
- 5.4. 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 .

Notes following the numbered paragraphs

## 1. Definitions

We know nothing about your business, so the defined terms we have provided may not be the best for your business. You may wish to

“ ” “ ” .

, ,

.

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

.

.

.

You should first decide on the contents of the document, then return to check

.

This document provides an over-arching framework within which any number of assignments can be undertaken.

, :

"The work described and agreed this document will be regulated by the  
[  
]."



## **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. 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

Note that one of the tests of employment or self-employment applied by the Inland Revenue is as to the

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

You should consider carefully the provisions relating

We have provided

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

Entirely a matter for your choice. Edit as you require.

## 12. No competition

Basic provisions to prevent competition (similar to what you  
).

## 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**