

UK-SGAcsI15

Inter group company consulting agreement

This agreement is dated [date] :

ABC Limited, a company incorporated in England and Wales [under company registration [number] and whose registered [] (" ");

AMD Consultants Ltd, a company incorporated in England and Wales [under company registration [number] and whose [] (" ").

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 VAT,

3. Entire agreement

- 3.1. The Consultant shall complete the Assignment.
- 3.2. This agreement contains the entire
- 3.3. Each party acknowledges that, in entering into this agreement,
- 3.4. Conditions, warranties or other terms implied by
- 3.5. This agreement has been drawn with reference to a single Assignment. However, the parties
- 3.6. If the Client offers and the Consultant agrees to take

4. Warranties for authority

4.1. Each of the parties warrants that it

[
].

4.2. The Consultant warrants and undertakes that it is not

.

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

.

5. Conflicts of interest

5.1. The Consultant confirms that:

5.1.1 neither it nor any of its employees, agents or

-

;

5.1.2 it does not now perform or intend to perform, during the term of
this agreement, consulting or other services for,

,

.

,

.

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
not 12

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

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.

11.3.

11.4.

11.5.

12. Duration and termination

12.1. This agreement shall continue until terminated:

12.1.1

12.1.2

12.1.3

28

12.1.4

30

12.1.5

/

);

12.2.

,

12.3.

,

, [

].

13. Assignment of this agreement

13.1.

, , - , ,

, :

13.2.

,

13.3.

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. (, , , (,) 1999 , .

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

16.10.

,

.

16.11.

,

.

16.12.

.

16.13.

.

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. 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 .

Whichever alternative you choose will require edit of other parts of the .

Paragraph specific notes:

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

“ ” “ ” .

, ,

.

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

.

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 .

.

.

.

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.

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. Consultant's obligations

If the consultant's staff 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-

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

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

We have provided

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