

UK-SGAcsI16

## **Corporate HR consultancy agreement**

This agreement is dated [date] ■■■■■■■■■■■■ :

ABC Limited, a company incorporated in England and Wales [under company registration [number] whose ■■■■■■■■■■■■ [■■■■■■■■■■]], (“■■■■”)

and

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

## Background:

[The Consultant has wide experience in the field of [human resources management / recruitment / relocation / other] and the Client ■■■■■■■■■■■■ ■■■■■■■■■■■■ .]

Accordingly, it is now agreed as 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 and fully described as to terms and scope in [the Detailed Specification / the schedule to this agreement / ■■■■■■■■■■■■ ■■■■■■■■■■■■ [■■■■] ■■■■■■■■■■■■ ■■■■■■■■■■■■ ].
“Confidential Information”	means all information about the parties, 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 and  
all aspects of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■  
■ ■ ■ ■ ;

information owned by a third party and in respect of which a party ■■■■■■■■■■  
■■■■■■■■■■ - ■■■■.

It does not include information that it is reasonably necessary to disclose to a customer or other person in the usual course ■■■■■■  
 ■■■■■■  
 ■■■■■■.

“Fee” means all money payable by the Client to the Consultant, however [REDACTED].

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- [illegible]

### 3. Entire agreement

- 3.1. This agreement contains the entire agreement between the parties and supersedes all .
- 3.2. Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information .

- [illegible]

#### 4. Warranties for authority

- [illegible]

## 5. Consultant's status

- [illegible]

## 6. Contract summary and payment

6.1. The Consultant shall commence work on the ■■■■■■■■ [■■■■■].

**6.2. The Consultant shall complete the Assignment ■■■■■■**

OR

6.3. The Consultant shall work for no less than [number] hours per week ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ [ ■ ■ ■ ■ ] ■ ■ ■ ■ .

6.4. The Fee shall be calculated and paid as ■■■■■■■■■■  
■■■■■.

[illegible]

OR

6.6. The Client will pay for work by each person designated as a senior consultant at the ■ ■ ■ ■ ■ ■ ■ £ [ 800 ] ■ ■ ■ ■ ■ ■ ■ .

OR

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

OR

[illegible]

- 6.12. The Consultant may charge for any reasonable costs incurred as a result of any delay caused by .....  
.....
- 6.13. Payment of the sum specified in the invoice will be made by the Client within [14] days of date of sending the invoice. Failure to make timely payment shall entitle .....  
....., .....  
.....
- 6.14. The Consultant shall be entitled after [28] days notice to the Client and not more than once in every [12] months to increase the rates for work charged by .....  
..... [ 5 ] % .....
- 6.15. The Consultant reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of [five] per cent .....  
.....  
.....
- 6.16. Banking charges by the receiving bank on payments to the Consultant will be borne by the Consultant. All other charges relating to payment .....  
.....  
.....

## 7. Representative liaison

- 7.1. The work under this agreement shall be managed by [■■■■■■■■■■ ■■■■■■■■■■].

OR

- [illegible]

- 7.2.1 organising monthly meetings at which they will review ■ ■ ■ ■  
■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

- 7.2.2** providing all information and documentation reasonably required by the other of them ■■■■■■■■■■■■■■■■■■■■■■■■■■  
■■■■■■■■■■.

- [illegible]

## 8. Work management procedure

- [illegible]

## 9. Consultant's obligations

- [illegible]







- [illegible]

## 12. Intellectual Property

- 12.1. This agreement shall have no effect if it is found by a court of competent jurisdiction to be unenforceable or void.
- 12.2. The Consultant may use whatever information, materials, documents, data, software, hardware, equipment, facilities, personnel, services, and other resources as may be necessary to perform the Assignment.
- 12.3. The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate to the Assignment.
- 12.4. During and after completion of the Assignment and unless otherwise provided in writing, all rights in and to the Work Product shall vest in and be owned by the Client.
- 12.4.1 IP concepts created by the Consultant [but not incorporated in any goods], and all rights in and to such IP concepts shall vest in and be owned by the Consultant.
- 12.4.2 IP work incorporated in any goods, and all rights in and to such IP work shall vest in and be owned by the Client.

OR

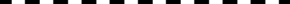

12.4.3 Any new Intellectual Property ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■  
■ .

[illegible][illegible]

*OR*

12.6. so far as any IP of the Consultant is incorporated into any goods,  
service or system of the Client, or recommended for use by the Client,  
the Consultant now [ ]  
 , [ ]  
 /  
 ] 99 .

12.7. On termination of this agreement each party shall:

12.7.1 deliver up to the   
 .

[illegible]

12.7.3 If either party believes that any third party is infringing any Intellectual Property rights in [the Product] it shall [REDACTED]

The Consultant's obligations set

13.1. The law differs from one .....  
 .....  
 .....

[illegible]

**13.3.** The Consultant shall not be liable to the Client ■■■■■  
 ■■■■■  
 ■■■■■  
 ■■■■

[illegible]

13.5. The Consultant shall not .....  
.....:

13.5.1 indirect or consequential loss; or

13.5.2 economic loss or other ■■■■■■■■■■ , ■■■■ , ■■■  
■■■■■■■■■ : ■■■■

[illegible]

The above provisions apply even if such

[illegible]

[illegible]

14.1. Work on the Assignment shall commence on [ ]  
 , [ ] [ ]]  
 :

[illegible][illegible]

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16.1.4 a breach of .....  
.....;

16.2. For the purpose of this paragraph it is agreed that the .....  
.....  
..... £ [ 200 . 00 ] .....  
..... .

## 17. Uncontrollable events

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

AND/OR

17.2. Neither party shall be liable for any failure or delay in .....  
.....  
..... , [ .....  
..... ] .

OR

17.3. If any uncontrollable event delays or prevents the performance of the  
obligations of either party for a continuous .....  
..... [ ..... ] , .....  
..... . .....  
..... [ 7 ] ..... , .....  
..... .

17.4. A termination notice is .....  
..... - ..... .

17.5. If the agreement is terminated, all money .....  
..... [ . . . . . ] .....  
..... ] ;

17.6. Costs arising from the .....  
..... ;

17.7. The party claiming the uncontrollable .....  
.....  
..... .









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 [Company name] its representative who personally accepts liability for the proper authorisation by [Company name] to enter into this agreement.

## 1. Definitions

"Associate"

"|CO"

## “Data Protection Legislation”

“the GDPR”

“the applied GDPR”

## “Law Enforcement Directive”

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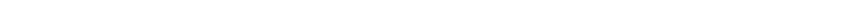
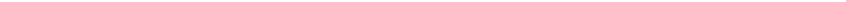

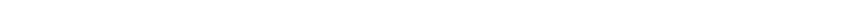
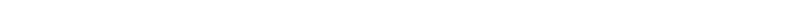
5.2.

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## Data Processing Activities

**1 The Consultant shall process this basic personal data**

2.  $\dots$
- $\dots$ ,  $\dots$ ,  $\dots$
- $\dots$

3. 
- 3.1.   
  

- 3.2.   


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

## Corporate HR consultancy agreement

## Paragraph specific notes

### Notes following the numbered paragraphs

### Preliminary: 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. ■

.....

.....

[illegible]

- [illegible]

[illegible]

- You should specify as accurately as possible the work to be done.  
Where this does not lead to a clearly identifiable goal, consider at least what sort of consultancy you ■■■■■■■■■■■■■■■■■■■■■■ . ■■■■■  
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■ :
- assessing a factual situation and giving an opinion:







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

Consider this paragraph carefully. A client may well assume that the assignment will be carried out by one particular person or team. That may not be what you intend. Even if some person is designated to lead ■ ■ ■ ■ ■ ■ ■ ■



.....  
 ■ ■ .

[illegible]

We suggest you edit as minimally required.

## 15. Assignment of this agreement

## 16. Mutual indemnity

## 17. Uncontrollable events

## 18. Publicity / Announcements



**End of notes**