Corporate HR consultancy agreement

This	agreement is dated [date]	
	ration [number] whose	rated in England and Wales [under company
and		
comp		incorporated in England and Wales [under nose = = = = = = = = = = = = = = = = = = =
Back	ground:	
-	itment / relocation / other] an	nce in the field of [human resources management / ad the Client ••••••••••••••••••••••••••••••••••••
Acco	rdingly, it is now agreed a	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 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 ---: information created or arising from this agreement; information owned by a third party and in respect of which a party **E E E E E E E** 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 \blacksquare \blacksquare \blacksquare \blacksquare "Detailed Specification" --------"Fee" means all money payable by the Client to the Consultant, however ---------"Intellectual Property" or means intellectual property of every sort, whether "IP" or not registered or registrable in any country, including intellectual property of kinds coming into

existence after today; and including, among others, unregistered marks, designs, copyrights,

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
Enti	re 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

3.3.	in any country are excluded from \blacksquare
3.4.	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
	••••••
3.5.	In order to apply these terms to a second or further assignment or to a series of assignments, a reference to this agreement I I I I I I I I I I I I I I I I I I
War	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.	The Client warrants that it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for
Cor	sultant's status
5.1.	The Consultant is not a partner, agent or employee of the Client and does not have authority • • • • • • • • • • • • • • • • • • •
5.2.	The Consultant agrees that it will be responsible for its own income and other tax liability and national insurance in respect of its Fees and it hereby agrees to indemnify the Client in respect of any claim that may be made by any

5.

Contract summary and payment 6. 6.1. 6.2. The Consultant shall complete the Assignment OR 6.3. The Consultant shall work for no less than [number] hours per week The Fee shall be calculated and paid as 6.4. 6.5. The Client will pay the Consultant at the rate of £ [000] per day and for the time of other staff at the rate of £ [000] \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare OR 6.6. The Client will pay for work by each person designated as a senior OR 6.7. 6.8. After the end of each month, the Consultant will send an invoice to 6.9. Each invoice submitted to the Client for time charged by the hour shall contain a breakdown ---------6.10. The invoice shall include whatever reasonable expenses the

Consultant has incurred in working on any Assignment [provided such

6.11. The Consultant will personally bear the cost of all expenses incurred by

		esult 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 ayment shall entitle
	6.14.	he Consultant shall be entitled after [28] days notice to the Client and ot more than once in every [12] months to increase the rates for work harged by •••••••••••••••••••••••••••••••••••
	6.15.	The Consultant reserves the right to charge the Client interest in espect 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 vill be borne by the Consultant. All other charges relating to payment
7.	Rep	esentative liaison
	7.1.	The work under this agreement shall be managed by [• • • • • • • • • • • • • • • • • •
	OR	
	7.2.	Vith effect from today the Consultant and the Client will each nominate representative who will be authorised to make ••••••••••••••••••••••••••••••••••••
		i.2.1 organising monthly meetings at which they will review ■ ■ ■iiiiiiiiiiiiiiiiiiiiiiiiiiiiiii
		.2.2 providing all information and documentation reasonably required by the other of them

6.12. The Consultant may charge for any reasonable costs incurred as a

	7.3.	progre	nonth the Consultant will prepare a progress report on the ss of the work on the Assignment and will deliver it to •••••••••••••••••••••••••••••••••
	7.4.		onsultant will provide a document setting out detailed practical ements as required from time to time. The Client agrees to
8.	Wor	k mar	nagement procedure
	8.1.		ient will provide for the exclusive use of the Consultant, the
		8.1.1	an office set up for three people with workstations connected to the local \blacksquare
		8.1.2	telephone facilities for each person connected to the Client's system
		8.1.3	keys, security codes, user names, passwords and any other relevant access to the office premises, the factory premises
	8.2.		king on the Assignment and in provision or delivery of any ne,
		8.2.1	the Detailed Specification;
		8.2.2	all commonly accepted standards, relevant to the subject matter of this agreement, ••••••;
		8.2.3	[compliance with other standards and regulations].
9.	Con	sultaı	nt's obligations
	9.1.	The Co	onsultant agrees to provide

	9.2.	Each <i>F</i>	Assignmei ■ ■ ■ ■ ■		• • • •	••••		·		
	9.3.	The Co	onsultant				ged ■ ■ ■ ■ ■ , ■ ■			
		9.3.1	all laws							•••
		9.3.2	the spec	cific regu	lations ■ ■ ■ ■		• • • • •	••••	••••	•••
	9.4.	The Co	onsultant				es in acco			
	9.5.	the Act	onsultant t, • • • •				[1]. ■ ■		
		::::				••••	•••••	••••		
10.	Use	of su	b-cont		• .				••••	
10.			ant wishe	ractor			• • • •			
10.	If the	Consult	ant wishe	ractor	S orm any	/ or ■ ■		■ ■ , ■	Client t	
10.	If the	Consult	ant wishe	ractor	S orm any	/ or ■ ■		■ ■ , ■	Client t	
10.	If the	the Co	ant wishe	ractor s to perf	obtain	the writt	en conse	nt of the		•••

10.4.	the Cor	nsultant agrees to indemnify the Client against any
OR		
10.5.		ntract / = = = = = =] = = = = = = = = = = = =
OR		
10.6.		as work under this = = = = = = = = = = = = = = = = = = =
OR		
10.7.	the Cor	nsultant shall not sub-
	••••	
Con	fident	iality
11.1.		rties are aware that in the course of the performance of the ment they will each have ••••••••••••••••••••••••••••••••••••
		,
	11.1.1	except as provided in this agreement, not divulge to any
		person = = = , = = = = = = (= =
	11.1.2	not use the Confidential Information in any way for itself or ■ ■
		;
	11.1.3	not store, copy, or use the Confidential
	11.1.4	keep all records of

		11.1.5	keep all records only at the address • • • • • • • • • • • • • • • • • •
		11.1.6	make all relevant employees agents and sub-contractors aware of the confidentiality of
	11.2.	contract	nsultant agrees that before it permits any employee or tor or other person to
12.	Inte	llectua	Il Property
	12.1.	This agr	reement shall have no
	12.2.	The Co	nsultant may use whatever
	12.3.		nsultant shall use and contribute to the Assignment such tual Property as is appropriate
	12.4.		and after completion of the Assignment and unless \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
		12.4.1	IP concepts created by the Consultant [but not incorporated in any goods,
		12.4.2	IP work incorporated in any • • • • , • • • • • • • • • • • • • •

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U	ĸ

	12.4.3	Any new Intellectual Property
	12.4.4	IP elements previously developed by the Consultant ••••,
12.5.	Intellect	event that the Consultant creates, acquires or develops any new tual Property (including moral rights) relating to • • • • • • • • • • • • • • • • • •
OR		
12.6.	service the Cor	as any IP of the Consultant is incorporated into any goods, or system of the Client, or recommended for use by the Client, insultant now and a second a second and a second and a second and a second and a second an
12.7.	On tern	nination of this agreement each party shall:
	12.7.1	deliver up to the
	12.7.2	within [seven] days destroy any Intellectual Property
	12.7.3	If either party believes that any third party is infringing any Intellectual Property rights in [the Product] it shall

		Consultant's obligations set
13.	Limi	itation of liability
	13.1.	The law differs from one
	13.2.	All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction
	13.3.	The Consultant shall not be liable to the Client
	13.4.	The Consultant gives no warranty that
	13.5.	The Consultant shall not
		13.5.1 indirect or consequential loss; or 13.5.2 economic loss or other • • • • • • • • • • • • • • • • • • •
		13.5.3 loss or damage suffered by
		The above provisions apply even if such • • • • • • • • • • • • • • • • • • •
	13.6.	Except in the case of death or personal injury, the total liability of the Consultant under

13.7.	the liab	ragraph (and any other paragraph which excludes or restricts ility of the Consultant) applies to the Consultant's directors, ,,,,,,,
Dura	ation a	and termination
14.1.		n the Assignment shall commence on [= = = = = = = = = = = = = = = = = =
		■■:
	14.1.1	by completion of • • • • • • • • • • • • • • • • • •
	14.1.2	by one party giving [28] • • • • • • • • • • • • • • • • • •
	14.1.3	immediately by the Consultant if the Client fails to pay any [28] [28] [3
	14.1.4	immediately by either party if the other commits any material breach of any term
	14.1.5	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

		14.1.6 immediately if the Consultant is or becomes incompetent
		14.1.7 the Consultant refuses to carry
	14.2.	Notwithstanding termination of this agreement for whatever reason,
	14.3.	Without regard to the reason why this agreement ends, the Client
15.	Assi	gnment of this agreement
	15.1.	Neither party may assign, delegate, sub-contract, mortgage,
	15.2.	a party may assign and transfer all its rights and obligations under this agreement to
16.	Mut	al indemnity
	16.1.	Each party agrees to indemnify ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		16.1.1 its failure = = = = = = = = = = = = = = = = = = =
		16.1.2 its breach of this agreement;
		16.1.3 any act, neglect or • • • • • • • • • • • • ;

	16.1.4 a breach of ••••••;
16.2.	For the purpose of this paragraph it is agreed that the
Unc	ontrollable 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 • • • • • • • • • • • • • • • • • • •
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

18.	Pub	licity / Announcements
	18.1.	Either party may refer to this agreement in
	18.2.	No public or press announcement shall be made
	OR	
	18.3.	Neither party shall:
		18.3.1 make any public announcement; or
		18.3.2 disclose any information; or
		18.3.3 allow expressly or • • • • • • • • • • • • • • • • • •
		about this agreement without
	18.4.	By way of exception to the last previous sub paragraph,

OR

18.5. The parties agree to the issue of ••••• [2], ••••• •••

19. Miscellaneous matters

19.2.	No amendment or variation to this agreement
19.1.	The Consultant undertakes to provide to the

19.3.	The parties acknowledge and agree that this I B B B B B B B B B B B B B B B B B B
19.4.	So far as any time, ••••••••••••••••••••••••••••••••••••
	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
19.6.	The rights and obligations of the
19.7.	Any obligation in this agreement
19.8.	No failure or delay by any party to exercise any right,
19.9.	The parties agree that ••••••••••••••••••••••••••••••••••••
19.10.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered:
	;
	••••72 •••••;

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19.12. • • •	• • • 1999 / • • 2017 • • • •		• • • • • •	 -)()
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■ ■ ■	,,	 	[•••••

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.

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.					
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2.3.	 	 			
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How the Consultant shall process d	ata
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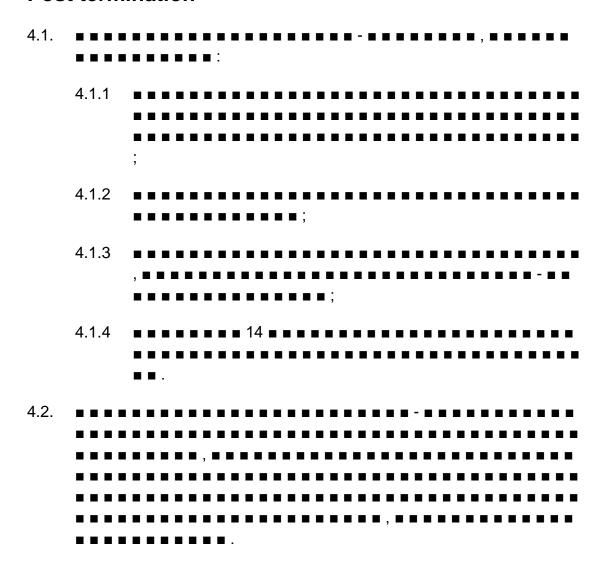
3.1.	
	;
3.2.	
3.3.	
	;
3.4.	
3.5.	
3.6.	
3.7.	
	3.7.1
	,;
	3.7.2
	:

	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

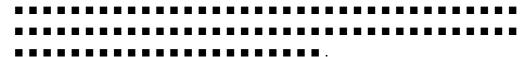
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3.12.5	 	 	 	-	 _			-		_	 -	 _		_

4. Post termination



5. Warranty and acceptance of liability

5.1.	 	 	 			 	•		 -	
	 	 	 	-	 	 ••		-	•	
	 	 	 		 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	Reter	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

Corporate HR consultancy agreement

Paragraph specific notes

Notes following the numbered paragraphs

Prelim

ninary	: Describing specification or assignment
define techni	what you like, the key to the success of a consultancy contract is to the scope very clearly. This is nowhere more true than in reference to a ical contract. We advise you to be sure that you field a negotiator with at the equivalent technical understanding as the consultant. Avoid jargon.
	eve provided a flexible approach from which you can decide on how you o set down the specification of your work. Bear in mind that this will
•	entering short details of the assignment into this very document. Do this only if the specification is less than, \blacksquare \blacksquare \blacksquare , 200 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
•	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 .
•	writing the specification into this document as a schedule - as long as you like and
•	attaching the specification to this agreement and cross referencing so as to make clear that the two
	never alternative you choose will require edit of other parts of the nent where reference is made to a I I I I I I I I I I I I I I I I I I
•	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;

- making recommendations;
- solving specific identified problems;

and does the work involve:

- attending court as an expert witness;
- attending meetings with any authority to support your ■ ■ ■ ;
- making presentations and giving lectures;
- other educational tasks;
- contributing to discussions at meetings.

1. Definitions

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

2. Interpretation

This paragraph prevents a party from later saying it was relying on some other document or web site or what was said. If other documents are to be relied on,		
document or web site or what was said. If other documents are to be relied on, ### A. 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. **This paragraph contains provision to protect the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be treely edited. If you are the **Indicate the client, not the consultant. Note that one of the tests of employment **Indicate the client, not the consultant. Note that one of the tests of employment **Indicate the client, not the consultant. Note that one of the tests of employment **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the consultant. It may be freely edited. If you are the **Indicate the client, not the c	3.	Entire agreement
If you are dealing with a company and do not know who has authority to do what, leave this paragraph in place. 5. Consultant's status This paragraph contains provision to protect the client, not the consultant. It may be freely edited. If you are the If the consultant's staff works in the client's premises they must avoid creating problems by transgressing the rules and policies of the client. Note that one of the tests of employment The word "Fee" has been widely defined so it will apply to whatever payment system you use. You may think it This paragraph contains many options. Inevitably, some are contradictory. We have provided a menu to enable you to construct your own version. Much		document or web site or what was said. If other documents are to be relied
If you are dealing with a company and do not know who has authority to do what, leave this paragraph in place. 5. Consultant's status This paragraph contains provision to protect the client, not the consultant. It may be freely edited. If you are the If the consultant's staff works in the client's premises they must avoid creating problems by transgressing the rules and policies of the client. Note that one of the tests of employment The word "Fee" has been widely defined so it will apply to whatever payment system you use. You may think it This paragraph contains many options. Inevitably, some are contradictory. We have provided a menu to enable you to construct your own version. Much		
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system you use. You may think it	6.	Contract summary and payment
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have provided a menu to enable you to construct your own version. Much		

You should consider carefully the provisions relating to completion and payment. It is important that the agreement identifies a precise procedure and point in time when a final invoice may be sent.
We have provided for payment for work • • • • • • • • • • • • • • • • • • •
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
Specify all requirements.
The second sub paragraph is also an opportunity for you to "sell" your high status and quality of professional work. It is likely that the client will have instructed you on account of your qualifications and standards and
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 specification,
Use of sub-contractors

7.

8.

9.

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 \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

	,
11.	Confidentiality
	This paragraph is strong. The weight of responsibility on the consultant is great. To reduce ••••••••••••••••••••••••••••••••••••
12.	Intellectual property
	Few business managers appreciate just how much IP is owned by the business. There is an enormous variety of IP ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	The question of who owns what intellectual property rights is one for detailed discussion and decision before the contract is signed. It may be appropriate for you to
	••••
	If an outcome of the assignment is the
13.	Limitation of liability
	Reduces the chance of a successful
	Some of these provisions may be void against a European client. Some ■ ■ ■
	The law is complicated and much depends

	■■.
	You will see that we have also included in the provision for
	As drawn, the consultant has very little liability. The extent to which the consultant is
14.	Duration and termination
	We suggest you edit as minimally required.
	It is after termination that conflicts
15.	Assignment of this agreement
	A standard
16.	Mutual indemnity
	A form of indemnity to protect both sides, including their directors and staff. ■
17.	Uncontrollable events
	Often referred to as "force majeure". We advise ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
18.	Publicity / Announcements

19.	Miscellaneous matters
	A number of special points. Many lawyers would extend these into several pages. Our use of
	Rights of Third Parties Act
Sched	dule 1: 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
	No provisions in this section should be edited unless it ••••••••••••••••••••••••••••••••••
	The final section is a series of lists

End of notes