

ZA-SGAcsl11

## **IT consultant contract**

This agreement is dated [date] :

[ABC] Limited, a company incorporated in the Republic of South Africa [under company registration] [number] [ ] (“ ”);

and

[Full name of consultant] whose address is [ ], (“ ”).

**Background:**

[The Consultant has wide experience in the field of information technology systems for small and medium businesses, including networks and integration of e-commerce into historic business.

.]

**Accordingly, 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 which is 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, 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

“Fee”

means all money payable by the Client to the Consultant, however

“Intellectual Property”

means intellectual property 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,

## 2. Interpretation

In this agreement unless the context otherwise requires:

2.1. A reference to a person includes a human individual, a corporate entity and any organisation

- 2.2. Any agreement by any party not to do or omit to do something includes an obligation not to allow some ;
- 2.3. [except where stated otherwise,] any obligation of any person arising from this ;
- 2.4. All money sums mentioned in this agreement are calculated [net / inclusive] of VAT,
- 2.5. 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

### **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, he does not rely on any representation, warranty, information
- 3.3. Conditions, warranties or other terms implied by statute or common law in any country, are excluded
- 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

## 4. Warranties for authority

- 4.1. Each of the parties warrants that he has power to enter into this agreement [and  
].
- 4.2. The Consultant warrants and undertakes that he is not aware of anything within his reasonable control which might or will
- 4.3. The Client warrants that he is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for

## 5. Consultant'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 he will be responsible for his own income and other tax liability in respect of his Fees and he hereby agrees to indemnify the Client in respect of any claim that may be made by

## 6. Contract summary and payment

- 6.1. The Consultant shall commence work on the [ ]  
].
- 6.2. The Consultant shall complete the Assignment for the Fee which shall be calculated and
- 6.3. The Fee shall be calculated and paid as

OR

6.4. The Client will pay the Consultant at the rate of [ 000 ]

OR

6.5. After the end of each month the Consultant will send an invoice to the

6.6. The invoice shall include whatever reasonable expenses the Consultant has incurred in working on any Assignment [provided such expenses have been approved in ] [ ] [ ]

OR

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

6.8. The Consultant may charge for any reasonable costs incurred as a result of any delay caused by

6.9. 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

6.10. 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 [ ] [ ]

6.11. 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 [5] per cent above

6.12. Banking charges by the receiving bank on payments to the Consultant will be borne by the Consultant. All other charges relating to payment

## 7. Consultant's requirements

- 7.1. The Client will provide for the [ ] ,
- 7.1.1 an office set up for [ ] , ...
- 7.1.2 telephone facilities for each .
- 7.1.3 keys, security codes, user names, passwords and [ ] ,  
[ ] .
- 7.2. The Consultant will provide a document setting out detailed practical .

## 8. Consultant's obligations

- 8.1. Each Assignment will be .
- 8.2. The Consultant agrees that whilst engaged ,
- : ,
- 8.2.1 all laws and regulations ;
- 8.2.2 the specific regulations .
- 8.3. In working on the Assignment and ,
- : ,
- 8.3.1 the Detailed Specification;
- 8.3.2 all relevant commonly accepted , , ;
- 8.3.3 *[compliance with other standards and regulations]*

8.4. In performing the Services, Consultant shall ,  
/ ,  
.

## 9. Exclusions from contract

The excluded matters are:

- 9.1. registration of necessary domain names;
- 9.2. arrangement of ;
- 9.3. contracting for web ;
- 9.4. supply new or - ;
- 9.5. purchase of any necessary computer hardware and software;
- 9.6. search engine .

## 10. Use of sub-contractors

If the Consultant wishes to perform any or - ,  
:

- 10.1. the Consultant must first obtain the written consent of the Client to - .

OR

- 10.2. the Consultant must first obtain the written consent - ;
- 10.3. the Consultant ;



10.4. the Consultant agrees to indemnify the Client against any

OR

10.5. [this contract / ]  
[ ] .

OR

10.6. so far as work under this  
, [ ] .

OR

10.7. the Consultant shall not sub-

## 11. Confidentiality

11.1. The parties are aware that in the course of the performance of the Assignment 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. The Consultant agrees that before it permits any employee or contractor or other person to

## 12. Intellectual Property

12.1. This agreement shall have no

12.2. The Consultant may use whatever

12.3. The Consultant shall use and contribute to the Assignment such Intellectual Property as is appropriate

12.4. During and after completion of the Assignment and unless

12.4.1 IP concepts created by the Consultant [but not incorporated in any goods,

12.4.2 IP work incorporated in any

OR

12.4.3 Any new Intellectual Property

12.4.4 IP elements previously developed by the Consultant

12.5. In the event that the Consultant creates, acquires or develops any New Intellectual Property (including moral rights) relating to

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

12.7.2 within seven days destroy any Intellectual Property created

12.8. If either party believes that any third party is infringing any Intellectual Property Rights in [the Product] it shall

[ ]

The Consultant's obligations set

## 13. Mutual indemnity

13.1. Each party agrees to indemnify

, :

13.1.1 its failure

;

13.1.2 its breach of this agreement;

13.1.3 any act, neglect or

, , ;

13.1.4 a breach of

;

13.2.

[ 000 ]

13.3.

, , ( ' )

,

,

-

## 14. Limitation of liability

14.1.

.

14.2.

,

.

,

,

,

,

14.3.

14.4.

14.4.1 indirect or consequential loss; or

14.4.2

14.4.3

14.5.

[ 000 ].

14.6.

(

)

## 15. Duration and termination

15.1. This agreement shall continue until terminated:

15.1.1

;

15.1.2

[ 28 ]

;

15.1.3

[ 28 ]

15.1.4

;

[ 30 ]

;

15.1.5

/

15.1.6

);

15.1.7

;

15.2.

,

15.3.

,

,

## 16. Uncontrollable events

16.1.

[ ] ,

AND/OR

16.2.

, [ ] .

OR

16.3.

[ ] ,  
[ 7 ] .

16.4.

16.5.

]; [ . . . .

16.6.

;

16.7.

## 17. Publicity / Announcements

17.1.

OR

17.2. Neither party shall:

17.2.1 make any public announcement; or

17.2.2 disclose any information; or

17.2.3

17.3.

OR

17.4.

[ 2 ],

## 18. Miscellaneous matters

18.1.

18.2.

18.3.

18.4.

18.5.



18.6.

18.7.

18.8.

18.9.

It shall be deemed to have been delivered:

;

72

- : 24

- . [

- , ]

18.10.

Signed by [personal name] on behalf of [Consultant name], his 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] his representative who personally accepts liability for the proper authorisation by [Client name] to enter into this agreement.

## Schedule 1

*[Press announcement]*

# Explanatory Notes

## IT consultant contract

### 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.

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

- entering short details of the assignment into this very document. Do this only if the specification is less than 200 words.
- 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

Whichever alternative you choose will require edit of other parts of the document where reference is made to a

- 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.
- Limit the field of work. Use a clear definition of what you can do. By

## 1. Definitions

You may wish to use a word like “project” instead of “assignment”.

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

We have defined “Detailed Specification”. That is a useful description of the work to be done. However, if you have communicated

## 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,

## 4. Warranties for authority

If you are dealing with a company and do not know

## 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 work in the client's premises they must avoid creating problems by transgressing the rules and policies of the client. Lengthy provisions about

## 6. **Contract summary and payment**

The word "Fee" has been widely defined so it will apply to whatever payment system you use. You may think it

This paragraph is flexible and should be completed with the specific terms agreed. This might

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

## 7. **Consultant's requirements**

An opportunity to set down what

## 8. **Consultant's obligations**

If the consultant's staffs work in the client's premises they must avoid creating

**9. Exclusions from contract**

These are merely reminders

**10. Use of sub-contractors**

This provision may be essential to your

**11. Confidentiality**

We have included this paragraph because a business has so many secrets which could easily be stolen

”

“

**12. Intellectual Property**

Few business managers appreciate just how much IP is owned

The question of who owns what intellectual property rights is one for detailed discussion

**13. Mutual indemnity**

A form of indemnity to protect both sides, including their directors and staff.

**14. Limitation of liability**

Reduces the chance of a successful

As drawn, the consultant has very little liability. The extent to which the consultant is

#### **15. Duration and termination**

We suggest you edit as minimally required.

It is after termination that conflicts

#### **16. Uncontrollable events**

Often referred to as “force”.

#### **17. Publicity / Announcements**

This may

#### **18. Miscellaneous matters**

A number of special points. We have identified each of these as