

EMP203

Consu

company)

Drafting note: this document
However, you should use
safely use the word
“Company” or whatever
word best describes the
end of the

“Client” as the employer.
employers, so you may
and replace “Client” by
“organisation” or whatever
notes are provided at the



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or information or Internet



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information or Internet

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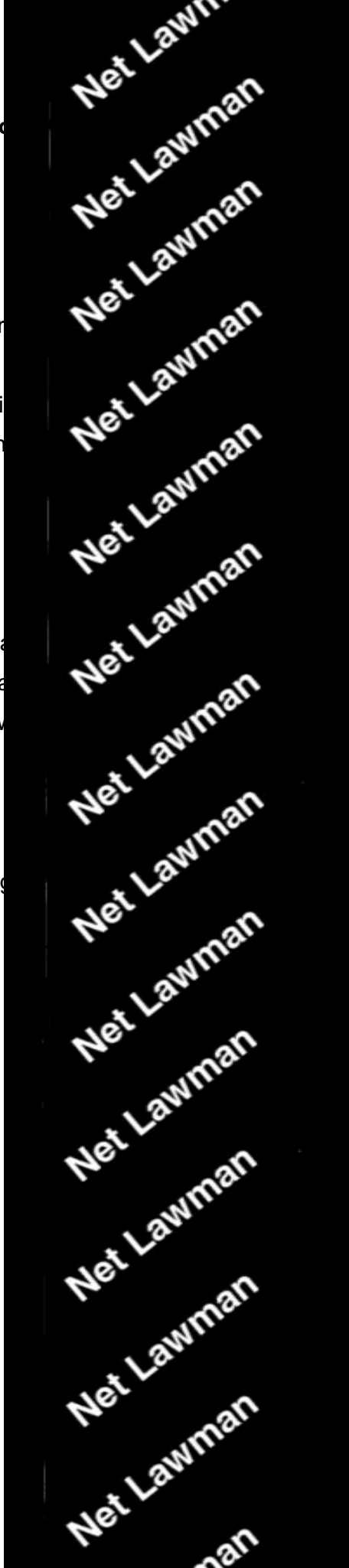
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EMP203

Consu

company)

This agreement is dated: [C

It is made between [Client

("The Client")

And

[Consultant Company nam

("The Consultant")

And

[Consultant Company direc

("The Director")

Definitions:

**These definitions apply to
interpretation:**

context requires a different

"Assignment"

l to be undertaken by the
f this contract and fully
ope in a letter or other
ties.

"Confidential Information"

client but does not include
necessary to disclose to a
usual course of business. It
ormation in respect of the
onal contact, operations,
ealings, transactions and
agents, suppliers and
her proprietary information.
the Intellectual Property.

"Intellectual Property"

every sort, whether or not
ountry, including intellectual
existence after today; and
trade, unregistered marks,
software, domain names,
creations and inventions,
s and specifications, over
ed it, exercises moral right
prevent anybody else from
in any form whatsoever.

The terms of this Agreement

1 Purpose of Agreement

The purpose of this Agreement is to define the relationship between the Client and the Consultant from time to time.

relationship between the Client and the Consultant from time to time to provide software code from time to time.

2 Consultant's and Director's Obligations

2.1 The Consultant shall use the Client's business to provide information and

[England and Wales], in connection with consultancy services in

2.2 The Director shall have a controlling interest and be a director of the Client

and hereby warrants that he is a director of the Client and is and will remain a director of the Client until the contract shall last.

2.3 The Consultant shall personally manage all Assignments

and will personally manage all Assignments

2.4 The Director shall indemnify the Client against any failure by the Consultant against any body

and shall indemnify the Client against any failure by the Consultant against any body required by this contract and

2.5 This agreement shall be a partnership between the parties.

and shall be a partnership or joint venture between the parties.

2.6 The Consultant shall not enter into any other

and does not have authority to enter into any other

3 Assignments

3.1 From time to time the Client shall assign to the Consultant

Assignments to the Consultant. The Consultant shall accept such

3.2 If the Consultant shall provide the Client a copy of

and will sign and return to the Client a copy of the Assignment.

3.3 The Consultant shall not impose any obligation on the Client

and the Client shall not impose any obligation on the Consultant. The Assignment imposes no obligation on the Client.

3.4 Upon completion of the work done the Consultant shall set out the

and the Consultant shall write a record of the work done on the original Assignment and set out the

4 Consultant's obligations

4.1 By accepting

the Consultant agrees to provide staff of an

appropriate level of detail on the Assignment.

4.2 Each Assignment shall be performed in accordance with the timetable set down in the Assignment.

4.3 The Consultant shall attend the Client in any Assignment on the premises of the Client.

4.3.1 All law

4.3.2 The sp

5 Consultant's fees and

5.1 Unless specified otherwise in the Assignment, the Client will pay the Consultant for the time of the Consultant at the rate of £[000] per day and for the time of the Consultant on any day.

5.2 After the end of the Assignment, the Consultant will send an invoice to the Client for work done. The money shall be payable until the Consultant has received payment from the Client.

5.3 Each invoice shall contain a breakdown of the charges. Charges by the hour shall be charged by the hour and shall be payable by each person.

5.4 Payment of the invoice shall be made by the Client within 14 days of the date of the invoice.

5.5 The Consultant shall maintain accurate and up-to-date records of the time spent on the Assignment, both in respect of the time spent on the Assignment against a fixed price. Time shall be recorded to the nearest unit.

5.6 The invoice shall include the expenses the Consultant has incurred in the Assignment provided such expenses have been approved by the Client and are evidenced by receipts or vouchers].

OR

5.6 The Consultant shall be responsible for all expenses incurred by him in work on the Assignment.

5.7 The Consultant shall give notice to the Client and not more than one month before the rates for work charged by the hour. The rates shall not increase by more than 5% in any year.

5.8 The Consultant shall have no interest in respect of the late payment of the Client interest in respect of this agreement (both before and after the Assignment).

and after judgment
to time of
payment

above the base rate from time
to the due date until receipt of

6 Confidentiality

The parties are aware that
will each have access to
and operation of the other
information is or may be
and after completion of

in force of the Agreement they
shall in respect of the business
operations and affairs, all of which
undertake that both during

6.1 They will not
(and shall use
disclosure of)

or otherwise make use of
to prevent the publication or

6.2 Both the Consultant
shall all relevant
confidentiality
take all such
compliance with

shall undertake to the other to make
the contractors aware of the
terms of this paragraph and to
take all such steps as may be necessary to ensure
compliance with the same.

7 Intellectual property rights

Software code and graphics
agreement. During and
specified in this agreement

rights are not affected by this
agreement and unless otherwise
stated the rights shall be as follows:

7.1 Software code written
and incorporated

from the date of this agreement
shall be the property of the
Consultant.

7.2 Code written specifically
for the Client

shall remain the property
of the Client.

7.3 The Consultant shall
written by the Consultant
in any Assignment

shall be the property of the
Client for any code
written by the Consultant in
this agreement and incorporated
into the Client's system
for a period of 99 years.

7.4 All other Intellectual
property rights

shall be the property of the
Consultant in the
absence of any other
agreement.

8 No competition

8.1 The Consultant agrees that
for himself nor for any
the effect of which is to

shall not, directly or indirectly,
in any way, solicit, induce,
instruct, do or assist in any activity

This document has total 17 pages. Here preview is shown for first 7 pages only.