

## Precedent Consulting Contract<sup>1</sup>

**DATE:** [date]<sup>2</sup>

**PARTIES:**<sup>3</sup>

- (1) [COMPANY NAME], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "Consultant"); and
- (2) [COMPANY NAME], a company incorporated in [jurisdiction] (registration number [number]) having its registered office at [address] (the "Customer").

**AGREEMENT:**

### 1. Definitions and interpretation

1.1 In the Agreement:

"**Agreement**" means this consulting agreement (including the Schedule) and any amendments to it from time to time;

"**Charges**" means the charges specified in the Schedule;

"**Confidential Information**" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Consultant [during the term of the Agreement] that is marked as "confidential", is described as "confidential" or should have been understood by the Consultant at the time of disclosure to be confidential; and
- (b) [specify other confidential information here];

"**Deliverables**" means the deliverables specified in the Schedule;

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and the

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<sup>1</sup>This standard consulting contract template is designed to regulate the legal relationship between a Consultant and a Customer. The template includes provisions relating to Deliverables (i.e. works and materials to be delivered by the Consultant to the Customer). You will need to consider whether the copyright and other intellectual property rights in the Deliverables are to be assigned or licensed to the Customer. You will also need to consider the effects of the incorporation of third party works into the Deliverables. Warranty provisions, together with limitations of liability, are also included. The details of the project should be set out in the Schedule, and the document should be executed by each party.

<sup>2</sup>The date should be the date of signature; if the parties sign on different dates, it should be the date of the last signature.

<sup>3</sup>Where a party to the contract is a sole trader or partnership rather than a company, the following party definitions may be used:

sole trader: "[[INDIVIDUAL NAME] trading as [business name], which has its principal place of business at [address] (the "[Customer/Consultant]").]"

partnership: "[[PARTNERSHIP NAME], a partnership established under [legal system] having its principal place of business at [address] (the "[Customer/Consultant]").]"

"intellectual property rights" referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"**Project**" means the project detailed in the Schedule that is the subject of the Agreement;

"**Schedule**" means the schedule to the Agreement; and

"**Services**" means the services provided or to be provided by the Consultant to the Customer under the Agreement.

- 1.2 In this Agreement, a reference to a [statute or statutory provision or regulation] includes a reference to that [statute or statutory provision or regulation] as modified, consolidated and/or re-enacted from time to time.

## **2. Term of Agreement**

The Agreement will come into force upon its execution, and the Agreement will continue in force indefinitely, unless terminated in accordance with the provisions of Clause<sup>4</sup> [8].

## **3. Duties of the Consultant**

- 3.1 The Consultant will perform the Services [with reasonable care and skill / to a good professional standard].
- [3.2 The Consultant will devote such of its personnel's time, attention and abilities to the Project as may be necessary for its satisfactory and timely completion.]

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This is a sample document, showing the first few sections of a premium precedent available from:

<http://www.contractology.com>

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<sup>4</sup>In different jurisdictions there are different ways of referring to discrete contractual provisions. Alternatives to "Clause" include "Section" and "Article".