Consultancy Agreement

**Between:**

* [name], having its registered office at [address] and registered under company number [company number], legally represented by [representative name], as [representative function]

**OR**

* [name], born on [birth date] with residence at [address]

(hereafter “the Consultant”)

**and**

* [name], having its registered office at [address] and registered under company number [company number], legally represented by [representative name], as [representative function] (hereafter “the Company”)

hereafter collectively referred to as “the Parties”, or individually as “a Party”

Definitions & interpretation

|  |  |
| --- | --- |
| **“Confidential Information”** | any and all information of a Party that is not generally available to the public. The Confidential Information also includes any information received from any person with any understanding, express or implied, that it will not be disclosed. The Confidential Information does not include information that enters the public domain, other than through your breach of your obligations under this Contract. |
| **“Services”** | shall have the meaning set forth in Annex 1. |

Services

## The Consultant agrees to provide the Services as set out in Annex 1.

Duration

## This Agreement will commence on [commencement date] and is entered into for a period of [duration], so that it will terminate on [termination date] (“the Duration”).

Independence

## The Consultant's provision of the Services will be entirely independent of the Company, and the Consultant [agrees/agree] to perform the Services activities according to [his/her/its/their] own judgement.

Fees

## The Consultant shall be remunerated at a monthly sum of [amount].

## The amount of the consultancy fee acts as consideration for [hours] hours dedicated by the Consultant to the Services on a monthly basis.

Termination

## Either Party may terminate the Agreement subject to a notice period of 1 month delivered by e-mail.

## Notwithstanding clause 5.1, the Company may immediately terminate the Agreement without any requirement for notice of default in the following circumstances:

* [dishonesty, disloyalty, fraud or any other offence towards the Company;]
* [The demonstrably poor delivery of the Services by the Consultant; or]
* [unreasonable refusal by the Consultant to carry out the Services.]

Survival

## In case of termination of this Agreement in accordance with clause 5[, clause 7,] and clause 8 shall survive said termination.

[Non-compete]

## The Consultant shall refrain, throughout the Duration and for a period of [duration] immediately thereafter, from conducting activities in competition with the Company, whether on an independent basis or for another person, association, or business.

## In the event of a breach of this clause, the Consultant shall be liable to pay compensation for damages in the amount of [amount].

Confidentiality

## The Parties shall keep the Confidential Information strictly confidential during the Duration and for a period of 5 years after termination of the Agreement.

## If a Party is compelled by law to disclose the Confidential Information it received, it shall provide the other Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if the other Party wishes to contest the disclosure.

Miscellaneous

Severability

### Where one or more stipulations of the Agreement are deemed to be invalid or are declared to be so by a virtue of a statutory act or binding judgement of a competent authority, the remaining stipulations shall continue to remain in force.

Entire agreement

### This Agreement constitutes the final and entire understanding between the Parties regarding the subject matter of their cooperation.

Applicable law and competent court

## This Agreement is subject to the law of [jurisdiction].

## The courts at [location] shall be exclusively competent to take cognisance of any dispute flowing from this Agreement.

|  |  |
| --- | --- |
| For the Consultant | For the Company |
| Signature:………………………………………… | Signature:………………………………………… |
| Name: [representative name] **OR** [name] | Name: [representative name] |
| Function: [representative function] | Function: [representative function] |

ANNEX 1 - SERVICES

| **Service** | **Description** |
| --- | --- |
| [Name] | [Description] |

**OR**

Service: [Service name]

**Description**: [description]

The Parties agree that the list of Services set out above is not exhaustive. The Consultant shall perform any additional task which may reasonably be considered necessary to com

plete the provision of the Services.