[Insert organisation name/logo]

# CONSULTANT CONTRACT TEMPLATE

## CONTRACT DETAILS

|  |  |
| --- | --- |
| **Parties** | **Company/organisation:**  [Insert your organisation details]  **Address:**  [Insert your organisation details]  **Contact Person:**  [insert organisation contact] |
| **Company/organisation:**  [Insert consultant details]  (referred to in this Contract as the “Consultants”)  **ABN:**  **Address:**  [Insert consultant details]  **Contact Person:**  [insert organisation contact] |
| **Name of project/ service/ job** |  |
| **Name of Consultant** |  |
| **Effective date** |  |

**Internal use only**

|  |  |
| --- | --- |
| Have there been any changes to the Consultancy Services as described in the Consultant Briefing Paper? | **£ Yes £ No** |
| If yes, detail changes and reasons for changes | |

## CONTRACT AGREEMENT

In this Agreement:

**Definitions**

The following definitions apply in this Agreement unless the context requires otherwise:

“**Consultant Briefing Paper”** means the paper initially distributed prior to this Agreement, describing the details of the Consultancy Services.

**“Consultant Fee”** means the fee specified in Schedule 1 to this Agreement.

**“Consultancy Services”** means the services described in Schedule 1 to this Agreement.

**"Deliverable"** means all material produced in the course of the provision of the consultancy services including the deliverables specified in Schedule 1 to this Agreement.

**“Effective Date”** means the date specified in the Agreement Details on page 1 of this Agreement.

**“Intellectual Property Rights”** mean all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world. **Intellectual Property** has a corresponding meaning.

**“Pre-existing IPR”** has the meaning given to it in clause 7a).

**“Term”** means the term specified in the Agreement Details on page 1 of this Agreement.

## Consultancy Services

2. a) The Consultants agree to provide the Consultancy Services including delivery of all Deliverables by the specified due dates in Schedule 1.

b) Where the Consultants anticipate that there will be delay to the performance of any obligations under this Agreement it must immediately notify **[Insert organisation name]** of the anticipated period of delay, and the steps taken or to be taken to minimise the delay. Where the Consultants anticipate that there will be significant delay to the performance of any of its obligations under this Agreement for which it considers an extension of time is required, the Consultants must notify **[Insert Organisation name]** in writing of the anticipated period of the delay and, give details of the likely effect on delivery of the Consultancy Services.

c) The Consultants agree that they will provide the consultancy services:

1. with all due care and skill that would be expected of a skilled professional experienced in providing the same or similar services; and
2. in accordance with all applicable laws.

### Term

3. This Agreement commences on the Effective Date and continues for the Term.

### Payment and GST

4. a) Within 30 days after receipt of a correctly rendered tax invoice, **[Insert Organisation name]** will pay the Consultants the Consultant Fee in accordance with the timeframes set out in Schedule 1 to this Agreement.

b) Unless expressly stated otherwise in Schedule 1 to this Agreement, the Consultant Fee is inclusive of GST.

c) If GST is payable on any supply made under this agreement by a party (“**Supplier**”) to another party (“**Recipient**”) the Recipient must, subject to clause 4d), pay to the Supplier, in addition to and at the same time as the consideration is payable or to be provided for the supply, an additional amount calculated by multiplying the value of that consideration by the prevailing GST rate.

d) The Supplier must issue a valid tax invoice to the Recipient before any payment for a supply made by the Supplier under this agreement is due.

e) Any reference to a cost or expense in this agreement includes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party is entitled to an input tax credit.

f) In this clause 4, the expressions “consideration”, “GST”, “input tax credit”, “supply”, and “tax invoice” have the same meaning given by the GST Law (as such term is defined in the *A New Tax System (Goods and Services Tax) Act 1999*.

### Subcontracting

5. a) The Consultants will not, without prior written approval of [**Insert Organisation name]**, subcontract the performance of any part of the Consultancy Services.

b) If **[Insert Organisation name]** consents to the use of a subcontractor, the Consultants are not relieved of any of its liabilities or obligations under this Agreement and remains liable to **[Insert Organisation name]** for the acts, defaults and neglect of the subcontractor or any employee or agent of the subcontractor as if they were the acts, defaults or neglect of the Consultants and to the extent permitted by law, the Consultants will not have its liability reduced under any legislation providing for proportionate liability.

### Liaison

6. **[Insert Organisation name]** and the Consultants will each appoint a project manager as a point of contact. The project manager for each party is specified in Schedule 1 to this Agreement.

### Intellectual Property Rights and Moral Rights

7. a) Nothing in this Agreement transfers the Intellectual Property Rights of materials that exist prior to this Agreement or materials that are subsequently brought into existence other than in the course of performing obligations under this Agreement (“Pre-existing IPR”).

Except for Pre-existing IPR of the Consultants, the Consultants agree to assign all present and future Intellectual Property Rights in the Deliverable. To the extent that any of the Consultants’ Pre-existing IPR is incorporated into or forms part of the Deliverable, the Consultants grant to **[Insert Organisation name]**, or will procure from any third party the right to grant to **[Insert Organisation name]** an irrevocable, perpetual, worldwide, non-exclusive licence to use, reproduce, adapt, distribute and communicate the Pre-existing IPR.

The Consultants must obtain all necessary waivers or consents from authors of any moral rights which may subsist in any Deliverables to permit to **[Insert Organisation name]** to exercise its full rights of use and quiet enjoyment of the Deliverables.

The Consultants indemnify **[Insert Organisation name]** and its personnel against all liabilities that **[Insert Organisation name]** and its personnel sustain or incur arising out of or in connection with a claim that the Deliverable (or part of Deliverables) infringes the rights (including the Intellectual Property Rights) of a third party.

The Consultants shall transfer all completed files pertaining to the finalised design, concept and layout to **[Insert Organisation name]** in their original format. This may include, but is not limited to, original graphic files in vector (.ai, .xps, etc) , raster (.jpg, .jpeg. png, .psd) and compound formats (.pdf, .eps, .gif, .tiff etc), as well as final design files in editable formats (.idd, .indd, .flv, .dwt, .ai, .psd, etc). These files will be transferred to **[Insert Organisation name]** via dropbox (or other specified communication tool) by the end of the project, unless required earlier. **[Insert Organisation name]** retains the right to hold all editable and working document files pertaining to the paid work undertaken by the consultant.

### Availability of Relevant Materials and Documents

8. **[Insert Organisation name]** shall make available to the Consultants all materials and documents that are relevant to this project, at the commencement of the project. The Consultants must return these materials to **[Insert Organisation name]** on request by **[Insert Organisation name]** and at the completion or termination of this Agreement.

### Disclosure of Information

9. The Consultants will keep confidential any information and data, whether tangible or not, that the Consultants are exposed to during the course of this Agreement (including commercial dealings, financial dealings, current services, internal policy, employees or other information or dealings under this Agreement) which is not in the public domain. The Consultants must only disclose such information if:

a) the Consultants have obtained **[Insert Organisation name]** ’s prior written consent; or

b) if required by law.

### Termination of the Agreement

10. a) This Agreement may be terminated by either party, by giving 14 days written notice. Where this Agreement is terminated by a party, all documents and materials owned by **[Insert Organisation name]** ,or forming part of the Deliverables and being held by the Consultants, will be given to **[Insert Organisation name]** *.*

b) **[Insert Organisation name]** will pay the Consultants any outstanding fees owing for work completed by them prior to the termination of the Agreement. To the extent that **[Insert Organisation name]** has paid the Consultants all or part of the Consultancy Fee, the Consultants must refund to **[Insert Organisation name]** such amounts to the extent that the relevant Consultancy Services and/or Deliverables have not been performed or provided.

### Insurance

11. The Consultants will effect and keep current all insurance required for the protection of its employees engaged in the provision of the Consultancy Services under the Agreement, and in particular, insurances required under the workers compensation legislation.

### Negation of Employment

12. a) The Consultants will not represent themselves, and will ensure that their employees do not represent themselves as being employees of **[Insert Organisation name]**.

b) The Consultants will not by virtue of this Agreement be, or for any purpose be deemed to be, employees of **[Insert Organisation name]*.***

### Conflict of Interest

13. The Consultants warrant that, at the date of entering into this Agreement, no conflict of interest exists or is likely to arise in the performance of its obligations under the Agreement. If, during the term of the Agreement, a conflict or risk of conflict of interest arises, the Consultants undertake to notify **[Insert Organisation name]** immediately in writing of that conflict or risk. For the purpose of this paragraph, any work that the Consultants have engaged to undertake for academic reasons will not be regarded or deemed to be a conflict of interest.

### Disputes

14. If there is a dispute or the Consultants wish to raise a complaint, the parties agree to complete the following steps:

1. The Consultants will lodge a formal complaint in accordance with **[Insert Organisation name]**’s complaints procedure.
2. The project manager for each party will meet to attempt to resolve the dispute.

### Variation of Agreement

15. No agreement or understanding that varies or extends this Agreement (including the scope of the consultancy services) will be legally binding on either party unless in writing by both parties.

### Applicable Law

16. This Agreement will be governed by and construed in accordance with the law for the time being in force in New South Wales and the parties submit to the jurisdiction of the courts of that State.

### Void or unenforceable

17. If any part of this Agreement is void or unenforceable in any jurisdiction, it is severed for that jurisdiction and the remainder of this Agreement will remain in full force and effect.

### Inconsistencies

18. The provisions of this Agreement will prevail over any inconsistent terms and conditions contained in:

a) the Consultants’ invoice or trade documentation; and

b) the Consultant Briefing Paper.

## SCHEDULE 1 – CONSULTANCY SERVICES

### Consultancy Services

**[Detail the consultancy services – the description should be able to be cut and paste from the Consultant Briefing Paper]**

### Project managers

|  |  |
| --- | --- |
| **[Insert Organisation name]** project manager | **[insert name]** |
| Consultants project manager | **[insert name]** |

### Deliverables

|  |  |  |
| --- | --- | --- |
|  | **Deliverable** | **Description of deliverable** |
| 1 | **[Name deliverable]** | **[Specify [Insert Organisation name]’s description of the deliverable, ensuring sufficient detail so that the deliverable meets expectations and is valuable to [Insert Organisation name] ]** |
| 2 | **[Name deliverable]** |  |
| 3 | **[Name deliverable]** |  |

### Due dates for Deliverables

|  |  |  |
| --- | --- | --- |
|  | **Deliverable** | **Due date** |
| 1 | **[Name deliverable]** | **[Specify due date]** |
| 2 | **[Name deliverable]** |  |
| 3 | [**Name deliverable]** |  |

### Consultant Fee

**[Insert the consultant fee, for example, $100 inclusive of GST]**

### Milestone payments

|  |  |
| --- | --- |
| % of Consultancy Fee payable by **[Insert Organisation name]** | Due date |
| X% | Initial payment on signing this Agreement |
| X% | **[insert date]** and **[milestone performance indicator, such as completion of deliverable number 2]** |
| X% | **[insert date]** and delivery of all agreed deliverables to a standard satisfactory to **[Insert Organisation name]** . |

### Signature

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Signature for and on behalf of [insert organisation name]** | | | | |
| **Name** |  | | | |
| **Position** |  | | | |
| **Signature** |  | | **Date** |  |
| **Signed for and on behalf of the consultants** | | | | |
| **Name** |  | | | |
| **Position** |  | | | |
| **Signature** |  | **Date** | |  |