

Agreement for Consultancy Services

Parties

- I) _____ Ltd (COMPANY NUMBER) of (ADDRESS) (The Client); and
- II) _____ Ltd (COMPANY NUMBER) of (ADDRESS) (Contractor)

Background

The Client has requested the Contractor to provide Services in connection with the The Client's activities.

The Contractor has agreed to provide Services to the The Client.

The Client and the Contractor wish to record their agreement in writing.

The parties will sign a **Schedule** that will be signed from time to time on a per project basis.

It is agreed

1. Term and termination

- 1.1. This Contract will begin on _____ and can be terminated in two weeks notice by either side.

2. Provision of Services

2.1. The Contractor agrees to:

- (a) perform Services as set out from time to time per project needs in **Part 1** of the **Schedule** that will be signed from time to time on a per project basis;
- (b) notify the Chief Executive immediately if they believe there could be a delay in performing the Services, or if the Contractor identifies a problem while performing the Services;
- (c) comply with all reasonable instructions given by the Chief Executive of The Client;
- (d) use the highest standards of skill, care and quality and employ techniques, methods, procedures and, where necessary, materials of a high quality and standard in accordance with best professional practice;

- (e) follow and comply with all applicable health and safety, security and other procedures in the provision of the Services; and
- (f) comply with the provisions of all statutes, regulations, rules and standards that may be applicable to the provision of the Services.

2.2. The Contractor may perform the Services remotely.

2.3. The Contractor agrees to apply due diligence and care when providing the Services to the The Client in a manner which is consistent with the degree of professional skill required of each task to be undertaken.

2.4. The Contractor agrees to comply with the further particulars of the terms of engagement described in the **Schedule** that will be signed from time to time on a per project basis.

3. **Payments**

3.1. The Client will pay the Contractor in accordance with this **clause 3** and **Parts 2 and 3** of a **Schedule** that will be signed from time to time on a per project basis.

3.2. The Contractor agrees to present an invoice to The Client according to progress made by milestones defined in the **Schedule**. Subject to **Part 3** of the **Schedule**, the invoice is payable by The Client within 14 days of the date of the invoice.

4. **Failure to Perform**

4.1. If the Services performed by the Contractor are not, in opinion of Esem Project Chief Executive, completed to The Client's reasonable satisfaction, or have not been, or are not likely to be, completed within the required time-frame(s), then the Chief Executive is entitled at its sole discretion to:

- (a) require the Contractor to immediately remedy the deficiency, withholding any payment due to the Contractor until the Chief Executive considers that the deficiency is satisfactorily remedied or if it cannot be remedied deduct a proportion from any payment due to the Contractor to reflect the deficiency; and/or
- (b) immediately terminate this Contract.

5. **Return of property**

5.1. Subject to **clause 5.2**, upon the termination or expiry of this agreement the Contractor must return to The Client any documents, papers and other material of any description

(including computerised and electronic files) within the Contractor's possession or control that relate to the affairs and operations of The Client or, at The Client's election, confirm in writing that the Contractor has destroyed such computerised and electronic data in the Contractor's possession or control.

- 5.2. The Contractor may retain a copy of her own working papers supporting any conclusions reached in the provision of Services and is required to destroy any electronic data only to the extent that it is reasonably practicable to do so.

6. Confidentiality

- 6.1. Unless otherwise directed by The Client or required by law, the Contractor may not disclose to any other person any information arising from this agreement including the nature of the Services provided and any confidential information about the The Client which comes to the Contractor's knowledge, either indirectly or directly, as a result of this agreement. Confidential information about the The Client includes any information about the The Client that is not publicly available.
- 6.2. The Contractor also agrees to observe the requirements of the Privacy Act 1993 in respect of all personal information that comes to the Contractor's knowledge as a result of this agreement.
- 6.3. This clause 6 applies both during and after the period of the Contractor's engagement with The Client and survives the termination or expiry of this agreement for a period of two years.

7. Intellectual property

- 7.1. All copyright and other intellectual property rights in and to all documents, inventions, discoveries and designs prepared by the Contractor in the course of the Contractor's engagement under this agreement or indirectly arising out of the Contractor's engagement under this agreement, and whether made or conceived:
 - (a) in whole or in part by the Contractor;
 - (b) alone or in conjunction with others in The Client; or
 - (c) in accordance with specific instructions or not,
- 7.2. immediately become and remain the property of The Client.
- 7.3. The Contractor retains copyright and intellectual property rights in and to all documents, inventions, discoveries and designs created outside of this agreement but used for the provision of the Services under this agreement.
- 7.4. The Contractor agrees to use any intellectual property created in the course of or arising out of the Contractor engagement with The Client solely for the purposes of the Contractor's engagement with The Client.

8. Indemnity

9. Either side will not be liable to the other side or any other person (including members of the public generally, suppliers or customers) for any loss whatsoever occasioned by the other side actions resulting from any deliberate act, negligence, breach of duty or statute or breach of any term of this Contract.

10. **Liability**

10.1. Under no circumstances is either party liable for consequential, punitive, special or similar damages. All claims for liability must be made within 12 months of the relevant work.

10.2. **Limitation on Liability.** Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement. Either side liability in regard to this agreement is capped by sums paid due to provisions of this agreement.

11. **Compliance with the law:** The Contractor agrees to comply with all laws, regulations and other mandatory codes of conduct that apply to this Contract.

12. **No employment**

The Contractor agrees that the Contractor's status is that of independent contractor and that entry into this agreement does not create an employment relationship between the Contractor and The Client. Either side is responsible for all their tax and other obligations that arise as a result of this agreement.

13. **Entire agreement**

This agreement (including the Schedules that will get signed from time to time) comprises the entire agreement between the The Client and the Contractor and supersedes all previous agreements and other communications and commitments whether written or oral.

14. **Variations**

Any variation to this agreement (including the Schedule) must be recorded in writing and signed by both parties.

15. **Dispute Resolution**

If there is any dispute between the parties arising out of this Contract and that dispute cannot be resolved by discussion within 10 working days of the issue being raised by a party, the parties will attempt to resolve the dispute in good faith using mediation or some other form of alternative dispute resolution.

16. **Governing law**

This agreement is governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this agreement.

17. Severability

If any provision of this agreement is ineffective, void, voidable, illegal or unenforceable, or if this agreement would, if a particular provision were not omitted, be ineffective or void, voidable, illegal or unenforceable then that provision will (without in any way affecting the validity, legality, effectiveness and enforceability of the remainder of this agreement) be severable and this agreement will be read and construed and take effect for all purposes as if that provision were not included in it.

18. Counterparts

This agreement may be executed in one or more counterparts, including by facsimile and email, which together will form the one agreement.

Signed for and on behalf of The Client by:

Signature

Name

Date

Signed for and on behalf of the Contractor by:

Signature

Name

Date

Schedule

Section 1 - Scope of Services

Refer to attached quote and specification document

Section 2 - Payment

Refer to attached quote and specification document

Section 3 - Terms of Engagement

Refer to attached quote and specification document